R.7-3-92.

G. R. S. IX-5]

Previous references.
A.R.8-75-142

191 .

(A.R.)

File No. 16-89

Serial Nos. 1820.

Later references.
1.R. 53-92-1670
" 37-93-1611
" 80-94-1810.

142

GENERAL AND REVENUE SECRETARIA

Serial Nos. 1820.

Part B for December 1892

SUBJECT.

Appeal against the Myson Deputy Com
Judgment awarding the Yellandu Jagheira
Claims on account of Lodgy from the
Jagheer.

2117. To The Deputy Commr Mysore Dt.
" Jahgeedar Yelandur Bangalo
Messrs R.C. Inuddappa & Co.
" Davy Inuddappa & Co.
" Excise Commr for Mysore

No 9020-3
R.7.223-92 Dt. 11-12-1892.

Confirming the awards given
the Dy: Comr: Mysore Dt: in the matter of the
Claims of the Jahgeedar of Yelandur against
Messrs: Davy Inuddappa & Co, & R.C. Inuddappa
& Co: on account of the Lodgy Revenue
the Jahgeer

13/61

W D 1250—GPB—30,000 28-1-19

Submitted

1-16-89.

The awards made by the Dy Comm^r: in regard to the Inamdars' claims on account of Toddy were not made under the Excise Act: there is, in fact no provision in that Act for such awards. It is doubtful whether these awards can be classed as "proceedings under this (Excise) Act" ~~within the meaning of Sec~~. falling under Sec 54.

The awards have been made under the authority vested in Dy Comrs under ~~the~~ Condition V of the Toddy Advertisement.
I remember there was an order of the late (Chief Comm^r. (when Arunachellam Mud^r. was Toddy Contractor of the Ashta-Pram division) to the effect that suits for recovery of rents due by Toddy Sub lessees to the Contractors may be disposed of on the revenue side - The object of the order was apparently to exempt the Contractors

from the operations of the Court Fees Act.

If it is held that the Contractor is liable to pay Court fees on his appeal against the Dy. Comm'rs award, it is submitted for consideration whether the appeal should not be classed under Article 11(b) Schedule II, of the Court Fees Act, 1870, the order or award appealed against not having the force of a Civil decree.

Mark
10/9

In condition V of the Notice quoted above it is clearly stated that the amount awarded by the Arbitrator shall be recoverable in accordance with the Rules relating to the recovery of arrears of Land Revenue. The award [illegible] is therefore as good as a Court Decree & the Govt. claim should be entered in the actual amount of the award & not the amount of the claim.

Private

The Yeoland Bodycare - A.R. 16-89.

I am sorry that this record has been sent up so utterly incomplete in every way - In fact there is nothing really in it but the Copies of the Judgt. Why were not the Records sent for & ~~sent~~ if sent for not put on the file sent to me.

In Council Cases Councillors decide whether or not Records shd be called for At first I took these Council Cases being similar cases had been heard by Committee; & then I must have lost sight of the fact that the Record of the Original Suits were not in the file - Moreover Records can be called for whether these appeals may be

I have ~~not~~ wanted Valuable time in studying these papers & it is provoking to find I cant now dispose of it straight off ~~which~~ has yet been made. terminated in the Civil Courts via Lower Tribunals Ltr. 26/3

I shd this matter stay on Petition, from the Dervish's house Ltr. 26/3

... If necessary telegraph for the Records & Myrom or I will write & forget the facts.

~~Three~~

2... What has become of the Judgment. D.C. Dr

Das claim agt. Chick Pashaw. in respect of Contracts before April 1881? It is refd. to in Yr. Judgt.

This Case must be obtained also -

It is important for a decision on the Appeals now before me -

... I want also the information noted in another Office note attached.

4. &c. I want further information as to

What amt the Jaghirdar actually received each year. Off
or part of Official Yr from 1st August
'62, & name of Contractor who
paid the same. Please ask
the Jaghirdar to send such
a Stt. at once. Simultaneously
ask the Dy Com. to Compile
from his Office Records.

2 When you get these Comm
See if you can put your
hand upon ~~that~~ this infn
in them —

I want these papers back very quick,
with the Complete Records.

25/3/92

Nagir

Office Memo

L.A. 16-89

The Amami System ended in July 1862 & since then the Contract System has been in force till 31 March 1892 —

The Contractors of the Nagpur Dt appear to have been as follows: —

Edwards & Co. 1st August 62 to 31 Oct 1868.
This first contract was up to 1867 —
It was then extended to August ? or Oct '68 —
What was the Amt. Daily such Extension & what was the term of Extension — 31

Arnachella Mudr. 1 Nov 68 to March 1870
Vinapille & Co.

Taylor & Co. 1 April 70 to 31 March 1875

Bowrie Ruchmal. 1 April 75 to 15 May 1879 It was cancelled
This contract was up to 31 March 1880, but it
for 15 May 79.

Smith - Papamanna } 16 May 79 to 31 March 81
& Nagir Pandia - }

Dass Muddappa & Co. 1 April 81 to 30 April 83 - 2 yrs 1 mo.

Do. - - - 1 May 83 to 31 March 87. 3 - 11

Chuck Remuddappa & Co. 1 April 87 to 31 March 1890 - 3 yrs.

Present Contractors. 1 April 90 to 31 March 92 — 2 yrs.

I want at once following information

regarding the various Engineering Contracts
named on the last page.

Names of Contractors	Area Embraced in the Contract	Amount of the Contract	Period of the Contract.

When different Contract Amts. were in force for
different periods the Entries shd. be made
Separately for each Amt.

Such a Statement can at once be
prepared in the Revenue Commrs Office

I want it at once -

25/3/92 - States prepared in the Revenue Office is annexed - There was some difficulty in preparing it as several years' returns had to be turned up - For purpose of verification I have asked Engrs to furnish one also - No such Statement available in Engrs Office -

Replies to Despatch queries
re Tasty Revenue Vellandra

Jaffna

Substance of query	Answer
1 The record in the two original cases in which the Vaipandar Claims agt Davy Muttapah & Ramalingam Muttapah are required	1 Obtained & herewith submitted A.A. 16-89.
2 What has become of the Vaipandar's Claims agt Chelliah Kapanna in respect of contract prior to 1st April 81	2 Notice was issued agt Kapanna to pay or show cause for non payt - Notice was served on Kapannas' house in Kayts - The Dyr has not reported that further has been done. The probability is that Nothing has been done - Very little is claimed from Kapanna by the Vaipandar
3 Information regd as called for in red ink note —	3 Submitted - It was some difficulty & delay in completing the enquiries - Little or

Has been furnished from the Dy C—

4 What sum the Japanese actually receive each financial year or parts of financial year from 1st August 1862 & name of Contractors who paid the same

5— Information and I. I. & I. received daily.

6 The original Statement used from the Japanese is appended

6 The copy from the Japanese was received by a couple of days ago — Sent 1 —

25 Apr 62

1st april 81 to 30 april 1883

Day Mundaptha & Co.

Rs. 2,40,000

---

1 Mysore

2 Chamraj nuggur

3 Astagram

4 Periapatna

5 Yedatore

6 Heggadadevancotta

7 Gundulpett

8 Talkad

9 Nanjancode

10 Mandagere

11 Malvalli.

12 | 8506
— 708 10/12 per month - Bonus

Bonus Contract —

for check Parliament
Contract. 12 | 6572
— 547 8/12 per month for Chief Parliament

Accounts Thro

C Parliament Low
pay for 16 mos 97
Low 31 months 181
for 22½ mos

547 8/12
22½
10 9 4
109 4
3 7 3
12307
14
123214

Bonus [illegible]

1st April 75 to 15th May 79 - at 8506

= 35 088

pd 30,204.

16 May 79 to 31 March 81 - C. Patamia 5th pay.

12 [illegible].

pd 17 [illegible]

- 24

Present arrangement:

Dutchman. 8 old ant

62 -	4,000 -	~~7981~~ -
62/63 .	3,762	
63/64.	5,016	Edwards + Co -
64/65	5016	
65/66 .	5016	
66/67	4598	
67/68	5016	
68/69	5816	
69/70	6881	
20 . 71	6039	
71 . 72	6032	Taylor & C -
72 . 73 .	6032	
73 . 74	6032	
74 . 75	5887	
75 . 76	0	
76 . 77	6242	
77 . 78	8699	

4 | 22318
5578

Chi Leg

A. Ox.

The Record is still incomplete —

I can only decide the matter after hearing both parties.

Please fix a day for hearing before me after the Rep. Ass.t and give notice of it to the Jagheedar & Mundhikar

Tell the former that he may if he wished it depute his attorney or a competent agent to give answers all material points and to give correct info. about post management & collections

6/11/92. [illegible]

Saturday 15 Oct.r fixed
& notices sent accordingly.
Dwgh Otto 8 Sept 92 —

No. 233 / 1888-89 14 Office of the Gajhindra of Gelandur

C. No. 5716 / 160 D/26-10-88

Dated Gelandur the 23rd October 1888

To be for any and dispose of in the manner appears to the Government practice hitherto followed in Mysore Country

24/10/88

From

The Gajhindra of Gelandur

To

The Chief Secretary to the Dewan of Mysore.

L.R. 16-89

Sir,

I have the honor to state for the information of the Dewan that the Toddy Contra of the Mysore District have not been paying the kists due to the Gelandur Gajhire regularly and for the past few days have not paid an thing at all urging as their reason that the amount of the lease has not been fixed. The amount was always fixed in preference to the ratio of the fluctuation in the last Ashtagra Division and the Mysore District and the same practice may now be followed. I beg that the Deputy Commissioner of Mysore may be asked to fix this amount with reference to the present and the past figures of the Mysore District. Any information required by the

Forwarded under Cover of Sealed Envelope for the attention of the Dewan's remarks. BL. 25/10

Officer will be supplied to him direct 15c

I have the honor to be

Sir

Your most obedient servant

Willm Lumsden

Jaghirdar

of Belandur

(General Serial No. 31)

188 .

From

To The Deputy Commissioner
Mysore District

Dated 24th October 1888

Despatched 30 Oct 1888

Received 3- 11 - 88

Enclosures No. on

General No.

Group No. 557

Has the honor to forward the accompanying letter* No 23 dated 22nd October 1888 from the Jaghirdar of Yellandur complaining of irregular payment of Khists due to the Jaghir by the Contractors of the Mysore District and to invite the Dep Commissioner's attention to the Dewan's remarks the

Draft

Drafted on Ch. Secy's orders

*(to be returned when no longer required)

neral Serial No. 29.)

188

From The Dy Commissioner Mysore Distt

To The Chief Secretary to the Dewan of Mysore.

Dated 13th November

Despatched

Received

Enclosures No.

General No. 552

No.

His no 1557, dated 9th Ultimo, inviting attention to the Dewan's remarks on the Yelandur Jahgirdar's No 23, of 23d Idem, complaining of the irregular payment of the Khisto due to the Jahgir, by the Sodry Contractors, of the Mysore District.

Has the honor to return the Yelandur Jahgirdar's No 23, 23d October last, warded with the as requested therein

further action on the
subject.

I Thanks Rao

Dy Commissioner
Mysore District

WM Compliments

(General Serial No. 31.)

1888.9 16

4/56
A.

From

A.A. 16-89-4

To The Deputy Commissioner
Tuticorin District

Dated 30th November 1888.

Despatched 3 — 12 — 88

Received

Enclosures No.

~~General No.~~
Consp No. 1908

His No: 552 of 13th instant returning Yellenden Jahageerdar No: 123 of 23rd October last covering of the irregular Pay of the 12 Pilots by the Trade brethren of the Tuticorin Dt.

In acknowledging the Jahageerdars letters referred to the above, the Dy. Comr. is requested to submit at an early date the report called for in this office No: 1557 of 11th October 1888.

By Order

R.K.

Chief S

Drafted on
Ch. Secretary's Ord

(General Serial No. 29.)

1888. 7330

660

From

The Deputy Commissioner
Mysore District

To

The Chief Secretary to the Dewan of Mysore.

A.A.16-89

Dated 24th December 88

Despatched

Received

Enclosures No. 1

General No. 654
No.

his No 1908 dated 30th November 1888 calling for the report asked for in no: 1537 of 11th October 1888

—"—

es the honor to state that no rep as called for in the no: above q nt the Yellandur Jahagirdar's le 023 was only forwarded for enq nd disposal. Begs also to submit a letter No 888 of 14th inst: recei reply to the reference made to essrs R. Ls. Mudappa & Co, Jo: ntractors, Mysore District, to sho w the case stands at present.

A similar copy has also bee nt to the Jahagirdar of Yellan th a remark, that any c ith the Jahagirda

to make will be communicated to the Contractors. He has also been asked to state the amount which he claims up to date or up to the end of March 1864, to enable the undersigned to fix a day for hearing the arguments on both sides and adjudge, the parties appearing in person or by their agents.

Deputy Commissioner
Mysore District.

Compd MPR

No: 888

21

From

Messrs: R.B. Mooddappa & Co

Govt. Abkary Contractors

Mysore

To

The Deputy Commissioner

Mysore

Sir—

Referring to your Canarese yadast No 627 dated 13th November 1888 directing us to pay up the Amount of the Yalandoor Jahageer &c., we most respectfully beg leave to state that from the commencement of our taking up the present Abkary Contract there was no any sort of demand for the said Jahageer, hence we were under the impression that the Amount meant for that Jahageer Taluk is also included in the Amount tendered for the District as the figure offered is exceedingly very high, moreover the name of the Taluk "Yalandoor" is also mentioned in the Mysore Gazettle Page 141 of No. 4 of 29th January 1887 as well as the other Government Talukes throughout the District.

14th December 1888 Mysore

We have the honor to be
Sir
Your most obedient servants
Sd/ R.B. Mooddappa & Co

Copy

Deputy Commissioner

(General Serial No. 32.)

1889. 90 22

No. 2090

Name of Petitioner. Messrs. Davy Mudd appeals Co, late Arkwari Contractors.

Village.

Taluk. Mysore

District. Mysore

Date of Arzi. 2nd January 1890.

Date of Receipt. 9th January 1890

Date of Disposal.

No. of Enclosures.

R. R. 16-89-b

Sd 1 to 20

ABSTRACT.

Petitioners appeal, on the following grounds, against the Mysore Dy. Comm'rs Judgment awarding the Yellandur Jaghirdar's claims on account of Toddy Rev: for the Jaghir;—

(1). During Captain Taylor's Contract the Inamdars or Jaghirdars were entitled, under Govt. orders, to receive at the same rate of increase or decrease as was paid to Govt. Subsequently the rule was changed and Inamdars had to make their own terms with the Contractor but Yellandur Jaghirdar made no terms with Petitioners

Note to Council
Petr's appr

Then showed go to the Dewan for disposal. Councillors have no power to dispose of, under the rules—

26/3/90

× according to the present Notification in the Mysore Gazette. vide Petition No 2091 & 2-1-90

(2). Not being bound by Govt rules to pay increase or decrease to Inamdars as before; Petitioners agreed to pay Govt a very large revenue.

(3). Petitioners exercised their rights in the Jullundur Jaghir; as the Jaghirs are mentioned among the Taluks comprised in their Contract.

4. The Jaghirdar should have at the outset advanced his claims to any increase according to the old rules.

In conclusion Petitioners beg that, in order to enable them to make their own settlement with the Jaghirdar, the Dy. Commrs awards may be modified.

No 968.

No 2090

From.

Messrs Davey Hoddappa & Co
Late Abkary Contractors
Seringapatam Dt

To

A.Q. 16-89

The Chief Secretary to the
Dewan to
H. H. the Maharajah of Mysore.
Bangalore.

Sir.

We most respectfully beg to have the honor to request you to be so good as to lay this appeal before the Dewan for his orders, regarding the claims brought by the Jageerdar of Gelundoor against us, which was awarded by the Deputy Commissioner of Mysore in his Civil Revenue case No 3/4 the reasons stated in the judgment are unfounded, as it is very clear that during Captain Taylor's contract the Amildars or Jahgirdars were entitled by Govt orders to receive at the same rate of increase or decrease as was paid to Government. Subsequently the rule was changed and the Amildars were ordered to make their own terms with the Contractors; but Gelundoor Jahageerdar has made no terms with us according to

to the Notification published in the Gazette
since 1881.

As there was no binding by Govern-
ders either to pay increase or decrease to
amdars as before, we offered and agreed
ith Government to pay a very large revenue.
We were also paying almost all the Emamdars
same amount paid by our predecessors
essers Smith Pappanna & Co, and according
our mutual agreements between ourselves.
This being the case we consider we are in
o way binding to pay anything of the sort
laimed either by the Jahagheerdars, or awarded
the Deputy Commissioner of Mysore &c.

We entered into the Jahagheer of Gelmudoor
the perfect understanding that Government
ermitted us (according to the Notification published
the Mysore Gazette) to exercise our rights
er that Talook also as it was mentioned
the line of other Talooks throughout the
istrict, the Jahagheerdar should have
lainly intimated to us his objection our
tering into his Jahagheer if he had any
ope of getting increase according to the
d rules.

The Deputy Commissioner of Mysore
d a thorough examination of all our accounts
nnected to the Sirkary revenue of that Talook,
and

and we are prepared to pay the Jahagheerdar at least the whole revenue after deducting for the necessary establishment and other costs without leaving any thing for our troubles.

Under these circumstances we most respectfully beg that the awards of the Deputy Commissioner may be modified to enable us to settle with the Jahagheerdar.

We have the honor to be
Sir
Your most Obed^t Servants

2^nd January 1890
Mysore

Dunay Narodda Sahib

20

By Order

Under Secretary

1890

No 2091 S.Q.16-61 7

Name of Petitioner. Messrs. Davy & C.
Muzaffarpah & Co. Late Abkari Contractors.

Village

Taluk. Mysore

District. Mysore

Date of Arzi. 2nd January/90.

Date of Receipt. 9th January/90.

Date of disposal

No. of Enclosures.

S.Q.16-69

Secretary.
Undersigned by order of Colonel
26th January/90 A.P.C.

Abstract.

Precisely the same as in Petition No 2090 of 2nd January '90. Please refer to Abstract.

Petitioners here complain of appeal against the Mysore Dy Commrs judgment awarding the Yellandur Jaghiedars claims on account of Toddy rent for the Jaghire.

Sole Mbr Council
Mills 28/1

Send Mem to Mr Dewan for consideration
Counsel have no power
No petition
26/1/90
26/1/90

the Dewan has pointedly intimated that question of Counsellors shd be obtained - that the first question which has to be decided is whether this appeal of Abkari Contractors shd be entertained from stamp duty. This point has to be decided before the appeal can be admitted. I dont see why petns from Abkari Contrs shd be exempt from stamp duty. 28/1/90

No 969.

24 No 2091

From.

Messrs R. C. Moodalappa & Co
Govt Albary Contractors.
A.Q. 16-89-Mysore.

Petitioners

To

The Chief Secretary to the
Dewan to
H H the Maharajah of Mysore
Bangalore.

Sir

We most respectfully beg to have the honor to request you to be so good as to lay this appeal before the Dewan for his orders regarding the claims brought by the Jahageers of Yelandoor against us which was awarded by the Deputy Commissioner of Mysore in his: Revenue case No 3, the reasons stated in the Judgement are unfounded as it is very clear that during Captain Taylors contract the Enamdars or Jahageerdars were entitled by Government orders to receive at the same rate of increase or decrease as was paid to Government. Subsequently this rule was changed and the Enamdars were ordered to make their own terms with the Contractors but Yelandoor Jahageerdar has made no terms with us according to the recent Notifica-

published in the Gazette.

As there was no binding by Gov orders either to pay increase or decrease to Enamdars as before we offered and agreed with Government to pay a very large revenue. We are also paying almost all the Enamdars the same amount paid during the late Contract. This being the case we consider we are in no way binding to pay anything of the sort claimed either by the Jahagheerdar, or awarded by the Deputy Commissioner of Mysore District.

We entered into the Jahagheer of Yelundoor on the perfect understanding that Govt permitted us (according to the Notification published in the Gazette) to exercise our rights over that Talook also as it was mentioned in the line of other Talooks throughout the District, the Jahagheerdar should have plainly intimated to us his object on our entering into his Jahagheer if he had any hope of getting increase according to the old rules.

Under these circumstances we most respectfully beg that the awards of the Deputy Commissioner may be modified to enable us to settle with the Jahagheerdar.

We have the honor to be
Sir
Your most Obdt Servants.

R. Narasimhaiah
H

2nd January
1890
Mysore

OFFICE OF THE
JAN
TOWN OF MYSORE

2091

By Order

Under Secretary

No. 2328

31

From.

Messrs. Davey Moodappa & Co.
Late Abkary Contractors
Mysore

To

The Chief Secretary to the
Dewan to
H. H. the Maharajah of Mysore
Bangalore.

Sir.

Referring to your office canarese Endorsements Nos 2090 & 2091, on our appeals against the awards of the Deputy Commissioner Mysore, we most respectfully beg leave to bring to your kind notice, that we have despatched up to date similar appeals for the orders of the Huzoor of the Dewan which are all accepted and we obtained final orders regarding them, but we have not put down any stamps on any of the like appeals as therein to vie the above said orders. This our statement may be found correct among the Govt records. We dare say we are not required to affix any amount of stamps on the correspondence since the commencement of our Abkary Contracts (1870) up to date.

As it is plain that we are exempted from pay any kind of additional fees

tus from the very beginning, we most e-
spe. Afully beg you to be so good as to admit
the enclosed appeals as was done hitherto,
& kindly comply with our request.

We have the honor to be

Sir

Your most Obd Servts

Mysore 11th January 1890

Darry Sarood duffadar

No. 980.

33

No. 2442

A. C. 16-89-9

Messrs. Davey Linoodappa & Co.
Late Abkary Contractors
Mysore District

To

The Chief Secretary to the
Govt. to
H. H. the Maha Rajah of Mysore.
Bangalore.

Submitted to
Chief Secretary
abstracts of Appeal
Petitions Nos. 2090 & 2091
25/2/90. HR

Sir

Referring to your Endorsement No. 2328 dated 31st ultimo, we most respectfully beg to enclose herewith for reference as alluded to, two copies of Judgments transmitted to us by the Mysore District Deputy Commissioner's Office, regarding the claims of Gelunda Lahageerdar both for the late, and new contracts.

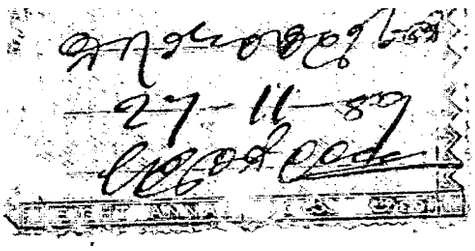
We have the honor to be,

Sir.

Your most Obt. Servants

By order

10th February 1890.
Mysore



34

L.A. 16-89-9

In the Court of the Deputy Commissioner Mysore District

Revenue Mis: Case No 3 of 1889-90

Present: T. Ananda Rao Esquire

B.A.

Copying fee 1-0-0
examining " 5-0-6
Papers 1-11-0
Total 1-11-0

4 Nov 89

Claimant — Jaghirdar of Yelandur

Respondents — Mesrs. R. C. Mooddappa and Co. Toddy contractors of the Mysore District

Judgment

This is a claim by the Jaghirdar of Yelandur adv against Messrs. R. C. Mooddap

Government Toddy Contract
for the Mysore District, the
3 years comprised in the period
from 1st April 87 to 31st March 1890.
The claim is on account of Toddy
revenue for the Jaghir -
2 The general remarks made
in the judgment in the Jaghir-
dar's Claim against Messrs. Davy
Moodappa and Co, the last pre-
ceding contractors apply to this case
also.
3. The Contractors R. C. Mood-
appa and Co. have been
selling toddy within Jaghir
its -
The Jaghirdar's Claims
pay

payment at the rate of ₹809-12-6
per mensem, this rate being
fixed by rule of proportion so
as to bear the same proportion
to the rate paid to him by
Messrs Taylor and Co as that
which the amount of R. C. Mooddap
and Co's Contract for the whole
District with Government bear
to the amount of Taylor and Co's
Contract -

5th The immediate predecessors
of the respondents in this Case
were Davy Mooddappa and Co
The amount payable by Dav
Mooddappa and Co formin
the subject of taxation is

been my duty to fix it at ₹ 65·0 per
thousand the rate actually paid
by them being a trifle more than the ₹ 485 per mille
paid
by their predecessors again (Chick
Panpanna and Co) being ₹ 533
(which is about 15 Rs less than
what the Jaglirdar still claims
from Chick Panpanna and Co)
6. The Respondents R. C. Mood-
dappa and Co have yet paid
nothing to the Jaglirdar -
7. R. C. Mooddappa and Co's
answer to the claim is:-
(a) That no amount is payable
because the Zelandar Jaglir-
is mentioned among the Talukas
comprised in their contract with

₹ 250 per measm should be the
award which is about half
the rate paid by Chick Paupam
and Co

8. The first plea of Course cannot
stand - By including Yelanda
among the Taluks in which R.
C Mooddappa and Co were
given the exclusive right of
selling toddy, the Jaghirdar
was only precluded from farm
the toddy revenue of the Jaghir
separately - He was not de
-ed of it or thereby disentit
to receive payment from the
-ment Contractors any more th
any other holder of an Inam
village in the District w

deprived or disentitled by the

terms of the farm to R. C. Mooddappa

and Co.

9 All that has been set forth

in the case against Davy Mooddappa

and Co. has to be borne in mind

in determining the proper rate

payable by R. C. Mooddappa and Co.

10 No proof has been adduced

of circumstances which justify

the supposition that R. C. Mooddappa

and Co have been working the

farm in the Inclusive to less advantage

than their predecessors — There is

indeed Hardly a decrease in the

number of shops and R. C. Mooddappa

claims that he has been managing

the

the farm under Amani instead
of by giving out Slikmen contracts
as his predecessors did and has
found it expedient to reduce
the number of shops. In the
circumstances this does not
necessarily signify less revenue. Again
whereas the number of shops under
Davey Mooddappa and Co's Contract
was 23 in the Jaglur proper, the number
under R. C. Mooddappa and Co.
is stated to be 21 besides special
shops on special occasions -
unimportant as the variation
in the number of shops is, the
should be regarded as greater than in the 23 shops
sales in these 21 shops of Davey
Mooddappa and Co. because con-
currently with these 23 shops there were 7 shops
withing

within the limits of the Inam Villages
comprised in the Yelandur Taluk,
Whereas the present Contractors
R.C. Mooddappa and Co have
abolished those shops,

11 The amount of R.C. Mooddappa
and Co's Contract with Government
is a trifle more than 19 Rupees per cent -
higher than that of their immediate
predecessors Lavy Mooddappa
and Co's Contract with Government.

"Toddy revenue during the years 1887-
1890 should thus be taken as 19 per
cent better than that during the years
1883-1887-

12 "Toddy revenue" Consists of
excise + Rent - According to the
decision

decision in the Case against the previous Contractors (Davy Moody & and Co.)

The excise is R 65-0

The rent is R 485

so that the total Toddy revenue of the Velaudar Jaghire is R 1135; Improving this by 19 per cent the amount is R 1350 (fractions omitted) the excess being R 215. The Jaghirdar would be entitled to the whole of this if the Date groves were his. But as they are not his and as he is as much dependent on the Government Contractors as the latter is on the former I would split this excess and divide it

it equally between the Jaghirdar and the Government Contractor ie equally between "Excise" and Rent" so that both elements might equally share in the prosperity of the revenue - Adding thus (½ of 215 ie) 107½ to ₹650, the total is ₹757-8. This rate per measure I award -

2/3 As the contractors have been selling toddy in the Jaghir and the current year is well advanced the above award shall take effect alike for the past and the remaining future period of R. C. Moodaliyar and Co's Contract which ends on 31st March 1890. -

RM At ₹ 75-7-8 per mensem the amount payable for the two years ending 31st March 1889 is ₹ 18180. This shall be paid on or before 15th (December) 1889 with interest at 6 per cent per annum after that date.

The amount for six months ending 30th September 89 is ₹ 45-45. This shall be paid on or before 31st December 1889 with interest at 6 per cent per annum thereafter.

The amounts for each succeeding months shall be paid forthwith and monthly.

Dated 14th November 1889.

"Signed" J. Anandarao
Deputy Commr

"Copy"

Compared
with
Original
JM

To

The Revenue Sheristadar

Bangalore

Sir,

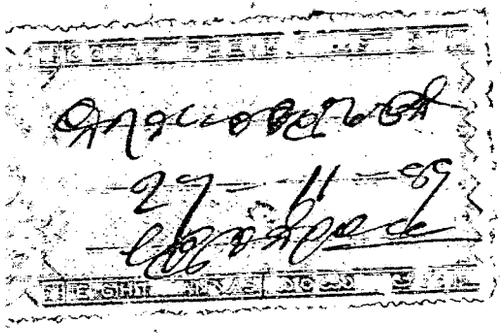
I have the honour to request that I may be permitted to withdraw my petition dated 27-11-89 presented to you on the 2-12-89.

I have received Rs. 21/12/89 from the Revenue Department.

I have the honour to be,

Sir,

Your most obedient servant,



Argument
27-11-89
Exhibit

A. A. 16-89-9.

Dec 1889

Issues 3-2-4
Examination 12-6
Papers 6-9
Total 3-15-3

In the Court of the Deputy
Commissioner Mysore District

Revenue Mis: Case No. 4 of 1889.90

Present. T. Anand Rao Esquire

B.A.

14 Nov '89

Claimant —— Jaghirdar of
Yellandure ----

~~Ditto~~

Respondents —— Messrs Davy
Moodalappa and Co Toddy —
Contractors of the Mysore District

Judgment

The Jaghirdar of Yelandur
who is the Claimant in this case
possess

possesses the right to Toddy
revenue within the limits of his
Jaghir - The right is conceded
by Samad -

2 As there are very few date
trees in the Jaghir and the yield
of toddy from them if any is in-
appreciably small, the right to
toddy revenue practically amounts
only to the excise - There is not the
element of rent for Jaghir trees.

3. Messrs Davy Moodappa and
Co: were Government Toddy Contracts
for the Mysore District from 1st
April 81 to 31st March 87, a period of
72 months or 6 years -

4 They enjoyed the Jaghirdar's right

of

to toddy revenue by selling toddy within Jaghire limits, alike within the Jaghire proper and within the limits of Inam Villages comprised within the Jaghire— The Jaghirdar's present Claim is of course for the former only—

5— The six years ~~during~~ during which Messrs Davy Moordappa and Co. were Government Contractors comprised two Contracts at different annual rates— The first Contract was for two 2 years and 1 month ending 30th April 83 and the second one was for 3 years and 11 months ending 31st March 87. The Jaghirdar Claims similarly different rates for

for the two periods for himself-

6 The Jaghirdaro Claim is as

follows:- .

	Rate
For the first two years and 1 month at 9279-8-1 per annum	19.332-4-10
For the next 3 years and 11 months at 8258-3-8 per annum	31953-1-4
Total	51,285-6-2
Deduct paid by Davy Moodappa and Co.	34961-4-2
Balance due	16324-2-

is the net amount now claimed-

7 Reduced to rates per

measure the above figures yield

the following results-

Claim

Rs 773-4-8 per measure for 1st period

₹ 679-13-8 per mensem for 2nd period which give an average of ₹ 712 per mensem for both periods-

Payments made by Davy Moodappa and Co ₹ 485-9-2 per mensem or an average for both periods-

The Jaghirdar calculates his rates by rule of proportions. Messrs Taylor and Co the first Government Toddy Contractors were the first and only Contractors to execute a muchalika to the Jaghirdar for working his rights- The rates at which the Jaghirdar demands from Davy Moodappa and Co are made to bear the same proportion

amount of Messrs Davy Moodaliar and
Co's Contract with Government
bears to the aggregate amount of
Messrs Taylor and Co's Contract with
Government - In making this
calculation no allowance is made
for the fact that whereas Messrs
Taylor and Co's contract was for
the entire Ashtagram Division
and comprised Ganja, Opium
&c. in addition to toddy, the
Contract of Messrs Davy Moodaliar
and Co is for Vend of toddy only
and in the Mysore District alone
But as the amount of Davy
Moodaliar and Co's Contract with

than Taylor and Co's such as the latter was, the defect in the Jagheirdar's Calculation operates against the Jagheirdar, the Claimant himself.

9 The pleas of Messrs Davy Moodappa and Co in answer to the claim may be summed up as follows:-

(a) There was no agreement with the Jagheirdar

(b) ₹ 485 is the monthly rate actually paid and which they consider payable in view to the amount paid by their immediate predecessor Messrs Papanna and Co.

(c) The net actual rece

sale of Toddy in the Jaghire do not allow of more being paid to the Jaghirdar_

10 Witnesses were examined and exhibits filed as per lists annexed to this Judgment_

11. Between Taylor and Co and Davy Mood & Appa and Co There were two Contractors for a period of six years_ The Jaghir. r took no agreements from them is Claims against them are still en and he has lodged them. is therefore not possible to apply rule of 5 previous years' avera this case in its fulness_ These ions Contractors have ad-

The average figures are as follows.

Rate per Measure

Claimed ₹ 685-0-0

Actually paid ₹ 586-2-10

The amount of Davy Moodappa and Co's Contract with Government being larger the rate payable by them to the Jaghirdar if the rule of proportions be taken will be higher at least than ₹ 586. But Davy Moodappa and Co refuse to concede more than ₹ 485-

12 There

mation of the number of toddy-s during the period of Davy Moodappa and Co's Contract. D. M.

There is nothing to show that the sales have been less. On the other hand it is on record and on the admission of Devaraj Moodaliar and Co. that to the Bale Groves of the Chamrajnagar Taluk which usually supplied toddy to the shops of the Velandur jaghir, the Hosahally peta has been added in or about the year 1881. Hoshally peta previously supplied toddy, for export to Kollegal (Her Majesties territory). Such export beyond the limits of the farm having been prohibited in 80, the toddy of the Hoshally peta was allotted to Velandur Jaghire. I

many people of Kollegal drinking toddy at shops in Pelandur Jaghir limits - This shows more toddy sales and consequently better toddy revenue

13 In Devans Proceedings No 1443-5 dated 17th November 1885 higher maximum rates for Vend of toddy in 4 out of 23 shops in the Jaghire - There is nothing to show whether or not the contractors availed themselves of this Concession - But it is that toddy revenue has not diminishing -

Devanet

+ 30 Shops in Taluk
7 in Inam village
23 in Jaghir proper

14. Every indication being then favor of improvement in

there being no proof adduced
5-4
that the cost of transit of Loddy from
groves to Jaghire or expenses of
management increased under
Davey Mooddappa and Co, and
the item under claim being
practically excise there seems less
reason to hesitate to concede to the
Jaghirdar the benefit of improve-
ment in the revenue, and higher,
rates than what Davey Mooddappa
and Co's predecessors paid.

The pleas adduced by the
Respondents may next be considered
the order mentioned in para 9
ante

viz as to the fact that there
has

has been no agreement between the
parties. This is a flaw no doubt.
But the circumstances both
ways. It is as much against the
Jaglirdar who allowed his
rights to be exercised as against
the contractors who took the liberty
of exercising them, without a
distinct understanding.
17 Next as to the comparison
with the amount actually paid
by their immediate predecessors
Chick Papanna and Co.
The argument is that Chick Pap-
anna and Co. paid at the rate
of ₹ 5-33 per mensem that by
Moodappa and Co's receipt

have been less and that therefor
Devey Moodelappa and Co should
pay less. There is nothing to show
that Devey Moodelappa and Co's re-
ceipts were less than Chick
Pafamma and Co's, on the contrar
the circumstances which have
already been adduced indicate
larger receipts. Another argumen
that because Devey Moodelappa
and Co paid Government more
for the contract of the entire District,
that therefore they should pay the
Jaghirdar less than what Chick
Pafamma and Co paid. This
assumes that the Government
contract is at the expense of the
In-

In auditor's return

of course absurd.

18. Next as to the plea that th
net actual receipts which
accrued to Davy Moodappa
and Co do not allow of there
paying more than what they h
actually paid viz ₹485 odd h
museum, Davy Moodappa
Co produce certain accounts
abstract of which is embo
in the depositions. Even do
argument goes too far, be
on their own showing Davy
-dappa and Co's net rec
amounted to ₹438 and
And they have paid at ₹

+ The exact amount is ₹438-1-4

er month - It cannot be that
ey deliberately paid 47 Rs more
an actual receipts; and
o show that their payments
ave not been made with a re-
rence to their actual net
ceipts as the latter is now cal-
lated by them - Again their
al culations of net receipts re-
ire examination - Their gross
have admittedly been
(omitting fractions). The,
gainst this, certain item
diture among which the
ar of Gelander has tak
ion and none could
be taken to the following

3754-7-5 Taluk Establishment
931-6-8 Wages for drawing Toddy
391-1-5 Transport Charges
475-9-10 Miscellaneous Contingencies
5552-9-4 Total

to which may also be added

1800-"-" pay of an Inspector at #25 per mensem

making a total of-
7352-9-4. As Toddy is drawn in Government groves in the Chamrajnagar Taluk for sale in the Jaghir limits no Toddy being available within the Jaghire it is just for Toddy Groves, ie the juice of Toddy where it is drawn should also in common fairness be debited against the Jaghire receipts though the Amildar of Yelandur obj.

per mensem, the figure which Devy
Moodd appa and Co take in their
accounts because long before
the present takrar between Jaghir
dar and Devy Moodd appa and
Co arose the latter have for purposes
of their own accounts fixed the
aforesaid amount as what
the Yelanduri Jaghir~~dar~~ should
give the Chamrajnagar Taluk
Credit for (see exhibit D). ₹ 485-
per mensem amounts ~~₹~~ for the six
years ₹ 34,920 which added to the
₹ 7353 (in round numbers) already
arrived at, gives a total of ₹ 42,273
as the amount to be set off against
gross receipts (₹ 91,507) - The

gross ₹ 684 per mensem. In this
Calculation two items mentioned
by Davy Moodappa and Co.
not taken into account. One
is ₹ 7200 proportionate cost of
Head office Charges. (at ₹ 100 per m
sem) As the amount payable by t
Moodappa and Co to the Jaghird
is "Compensation" as mentioned in
the conditions of the Contract, an
as this is an item of expenditur
which the Jaghirdar would ha
no need to incur if the item
under his own management
seems to me that it is not a fa
debit. The other is ₹ 7200 (as

thandi in Chamraj Nagar Taluk
shops" in the neighbourhood of the
toddy tapped for the Velandur
Jagir". It is explained that
when a date grove is tapped
for toddy and there is also a shop
established in the neighbourhood
the sales at the latter are less than
they would be if the groves were
not tapped but toddy brought fro
distance, the reason being
ly is drunk by stealth
ot. The argument has on
tioned to be rejected.
the accounts produce
y Moodalappa and e
Hundred and eighty fo
[illegible] monthly rec

It should be noted per contra
that no allowance has been made
for inefficient outstandings or
irrecoverable balances of which
there is always a certain amount
in transactions extending over
large arears long periods of time.

X819. Messrs Davy Mood & Appa and
Co. have once (at all events
leased the right of Vending
in the entire Jagire for a p
of 13 months from the middl
Shimoga & owda agreed to p
₹ 1255 per month. Accord
terms of the Bond (Exhibit
amount covers the rent fr
groves in Chamrajnagar Ta

which usually supply toddy to
the Jaghire and includes Mohtarfa
-lax. and Thimmy Gowda agrees
to take over such shops in other
Taluks as may suffer in conse
-ce of the shops comprised
his own lease. Thus all
items which Davy Moodaliar
& Co desire to set off against
ross receipts happen to be
ned for in Thimmy Gowda's
tract and the net amount
ble by Thimmy Gowda after
such allowance is to
nuseu -
for entire Jaghire incl
ages, and as #109 may
represent these villages

villages (see Mr Chuck Mudd appeal deposition) (₹ 1255 - ₹ 109 =) ₹ 1146. Represents the amount Thimmy Gowda paid to the Contractors for toddy renewal of Jaglir proper. Deducting ₹ 485 for rent of toddy stores in the Chamrajnagar Taluk the net receipts on account of Jaghirdar's excise rights amount to ₹ (1146 - 485 =) 661 per mensem - ₹ 20 On a Consideration of all the circumstances of the case above set forth it seems to me that an average monthly rate of ₹ 650 for the entire period of six years in question is fair con-sidering the interdependence of the

two parties for toddy revenue and the absence of any specific engagement between them -

21 - Text as to the question of Local Funds - The Jaghirdar pays no local Funds to the State on the heriz of the Jaghire, and the aforesaid award of ₹650 per mensem is based upon a consideration of amounts which are actual cash receipts irrespective of details of main revenue and local cess thereon - The amount of ₹650 will therefore be taken as representing the Cash payable by Dessai Davy Moodappa and Co to Jaghirdar irrespective

of ie including Local Funds in

22 At the rate of ₹650 per mensem

the amount payable for the six

years in question will be ₹46800.

Deducting the ₹34961-4-2 already

paid the balance of ₹11838-11-10

(Eleven Thousand Eight hundred

and thirty Eight Rupees, Eleven annas

and ten pies-) is hereby decr

to be paid on or before 31st Dec

89 and write interest at 6 per

per annum thereafter-

Dated 14th November 1888.

"Signed" T. Ramachandra Row

Deputy Commissioner

Mysore District

"Copy"

Compared T. Ramachandra Rao

ಸ್ವೀಕೃತಿ ದಿನಾಂಕ 27-10-89

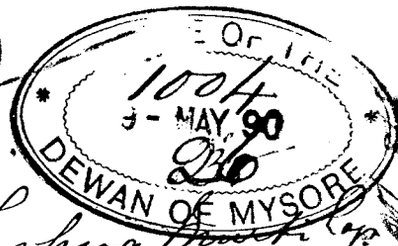
ಪರಿಶೀಲನೆ ಪೂರ್ಣಗೊಂಡಿದೆ 7-12-89

ಪ್ರಮಾಣಪತ್ರ ಕಳುಹಿಸಿದ ದಿನಾಂಕ 21/12/89

(Serial No. 30.)

12

1890.



From P. N. Krishna Moorthy Esq.
Jaghirdar of Jolarpet

To

Dated 9th May/90

Despatched

Received 12-8-89

Enclosures No. fil

General No.

No.

Submitting two petitions preferred by the Deputy Commissioner Kolar District regarding [illegible] contract of the Jollarpet Jaghir and begging that the case may be considered and orders passed for the payment of the money due to the Jaghir.

Urgent

Rect & Rec'd Dewan's Orders Dated 14/5

Rect & Rec'd Dewan's Orders Dated [illegible]

in the Secy's

See my note on Petition No 1090 trooly. As they are appeal petitions agst the order of Govt/ one within three months from passing thereof stamped to each upon

I understand there was no appeal for the Contractor - Where is it & when is the order passed upon the other case -

(2) Have Contractors paid in accordance with our orders & what is the Cause of the delay if any?

12/5

Submitted -

(1) Appeal petitions on behalf of Dany Muddaya Q^r & R.C. Muddaya Q^r are enclosed. Also copy of G.O No 1193 dy 26th March last.

(2) Mr Chikka Muddaya told me when he was here a few days ago that he had kept up almost all

B1 12-5-90 GR 10-5-90

Encs: 3.

Office of the Jaghirdar of
Yelandur.

13

Dated 9th May 190. Bangalo

From

10

16-8

P. N. Krishna Murti Esquire
Jaghirdar of Yelandur.

To

The Chief Secretary to the
Government of Mysore.

Sir,

5916

Adverting to my letter No.
23 dated 23rd October 188, requesting
that the amount of Toddy Contra
for the Yelandur Jaghir may be
recovered for me from the Contra
tors, I have the honor to refer
to the order of the Dewan —
forwarding my letter to the
Dy. Commissioner of Mysore for
disposal, according to "Mamool"
and in submitting herewith
two orders or as they are calle
Judgments passed by the Deput
Commissioner for the information

of the Deman, they to state that
in conformity with Mamool the
amount was not calculated
and fixed according to the rule
of proportion and the Contractor
was not made to pay up the
amount in pursuance of the
orders above referred to, but
the matter has been dealt
with as a quasi Judicial Case of
purely Contractual relation
between party Plaintiff and
party Defendant, which I believe
was not at all the intention
of the Deman. I have had to
pay Court fees even to ascertain
the result of the action taken
by the Dy Commissioner. I beg
particularly to invite respectfully
the attention of the Deman
to Docket No 1985 of 19th December
89 from the Dy Commissioner
in which a copy Deman was
refused to me unless the stamps

were paid. I submitted to the
requisition and have now
humbly laid the matter
before the Dewan for such
corrective orders as may be
deemed to be called for
in the circumstances of the
Case. The Dewan is aware
that no Contract has been
entered into by me with the
Contractor. The Jaghir was
included in the Contract
by an order of Government and
any interference on my part either
to alter the terms of the Contract
or to obtain a written agreement
would have been at once unsanctioned
and presumptuous. The whole
transaction was one entirely
between the Government and
the Contractor and I was simply
the beneficiary for my share
of the Revenue. No fresh and
independent adjudication could

therefore have been brought and
even if it had been necessary
the matter involved an interest
in the Jaghir Revenues. Govern-
ments have always been pleased
to investigate and decide such
questions exactly like one which
concerned Governments itself.

I beg to state that in Revenue
matters I have been given all
the powers of a Dy. Commissioner
and it will be extremely
inconvenient if this judicial
decision of the Dy. Commissioner
of the Mysore District is allowed
to remain as a precedent
either with reference to the
method or amount of settlement.

With regard to the determi-
nation of the amount, the
orders were distinctly to settle
the matter in accordance
with the "Inaam", and the
"Inaam" was that the Revenue

of the Jaghir from this Court Revenue
or fall accordingly as the revenue
of the Mysore District varied. The
mode of calculation was
one of rule of three as laid down
in the order of the late Chief
Commissioner No 1208/R 273 of 28th March
1876. The small deduction
made therein was I believe
on account of the exclusion of
Opium and "Majum" from the
Contract.

The Dy Commissioner has
entered into a discussion on the
so called interdependence of
the Contractor on the one hand
and the Jaghir or the Government
on the other. This interdependence
is no modern feature of the
mutual relation, but is as ancient
as the "Shendi" Revenue itself.
This interdependence and the
other circumstances considered
by the Dy. Commissioner were

never lost sight of, and all the
previous Contracts always followed
the rule of proportion in fixing
the Jaghir Shares.

I have already explained
how there could be no separate
Contract and in conclusion
beg earnestly that the Dewan
will be pleased to consider
the case as early as convenient
and pass orders for the pay-
ment of money due to the Jaghir
which is considerable and which
if left uncollected it may be
difficult for the Contractors to
pay. I have the honor to be
Sir
Your most obedient Servant

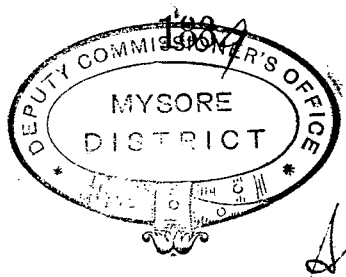
William Lumsden

Jaghirdar of
Yelandur

Filmed as
to Chief Secretary
as
9/5/90

General Serial No. 28.

1887



17

1626-89 4t

From

To The Jaghirdar of Yellandoor

Dated 19th
Despatched } December
Received

General No. 1985 } 1889.90
No.

Enclosures—Number.

His letter No. 21, dated 25th ultimo, applying for Copies of Proceedings in the matter of the Toddy Contracts of the Jagheer.

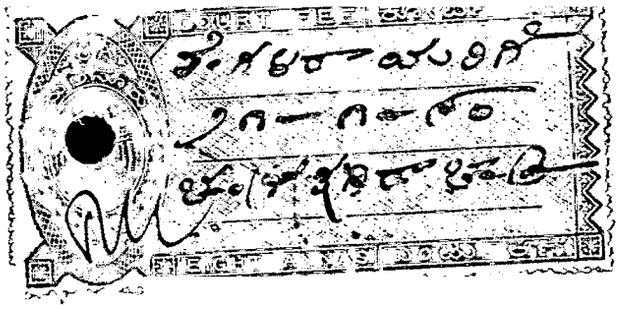
With reference to the above, I have the honor

to request that a court fee Stamps of the value of 8 annas each, may be sent for the copies required. The copying fee may be paid on receipt of the copies.

J. L. Mukhopadhyay

Deputy Commissioner
Mysore District.

MN



Rev. Misc. C. No 4 of 1889

16-1-90

In the Court of the Deputy

Commissioner Mysore Distric

Dated 14th Nov: 1889

Revenue Miscellaneous Case No 4 of 1889

Claim

Jaghirdar of Yellandur

Respondent

Messrs R. C. Moodd
ppa and Co: Too
Contractors of the
Mysore Distric

Judgment

This is a claim by the Jaghir
of Yellandur advanced against
Messrs R. C. Mooddappa and Co. —
Government Toddy Contractors for t
Mysore District for the 3 years c

April to 31st March 1890. The
claim is on account of Toddy revenue
for the Jaghir.

2. The general remarks made
in the judgment in the Jaghirdar's
claim against Messrs Davy Muddappa
& Co., the last preceding contractors
apply to this case also.

The contractors R. C. Muddappa
& Co. have been selling toddy
within Jaghire limits.

The Jaghirdar claims payment
at the rate of Rs. 809-12-6 per mensem,
this rate being fixed by Rule of
proportion so as to bear the same
proportion to the rate paid to him
Messrs Taylor and Co. as that

which the amount of R. C. Muddappa 65
and Co's. contract for the whole
District with Government bears to
the amount of Taylor & Co's. Contract.
5. The immediate predecessors of
the respondents in this case were
Davy Muddappa and Co.. The amount
payable by Davy Muddappa & Co forming
the subject of takrar, it has been my
duty to fix it at Rs. 650 per mensem,
the rate actually paid by them —
being a trifle more than Rs. 485 per
mensem and that actually paid by
their predecessors again (C. P. and Co.)
being Rs. 533 (which is about 15 Rs less
than what the Jaghirdar still claims
from (C. P. and Co.)

nd Co. have yet paid nothing to the
'aghirdar.

7. R. C. Muddappa and Co's: answer to the claim is:—

(a) That no amount is payable because the Yellandur Jaghire is mentioned among the Taluks comprised in their contract with Government.

(b) That if it be held otherwise Rs. 250 per mensem should be the award which is about half the rate paid by C. Papan and Co..

8. The first plea of course can stand. By including Yellandur among the Taluks in which R. C. 'dappa and Co. were given th

3/ Jaghirdar was only precluded from farming the Toddy revenue of the Jaghire separately. He was not deprived of it or thereby disentitled to receive payment from the Government Contractors any more than any other holder of an Inam village in the District was deprived or disentitled by the terms of the farm to R. C. Muddappa and Co.

9. All that has been set forth in the case against Davy Muddappa and Co. has to be borne in mind in determining the proper rate payable by R. C. Muddappa & Co.

supposition that R. C. Muddappa and
. have been working the farm in
the Jaghire to less advantage than
their predecessors. There is admittedly
a decrease in the number of shops.
nd Mr. R. C. Muddappa explains
that he has been managing the
farm under amani instead of
by giving out shikmee contracts
as his predecessors did, and has
found it expedient to reduce the
number of shops. In the circum-
this does not necessarily signify less
Again whereas the number of
under Davy Muddappa and

4/ and Co. is stated to be 21 besides special shops on special occasions. Unimportant as the variation in number of shops is, the sales in t 21 shops should be regarded as greater than in the 23 shops of D Muddappa and Co. because currently with these 23 shops th were seven shops ~~within~~ the limits of the Inam will comprised in the Yellandu whereas the present contracto Muddappa and ~~s~~ have ~~olishe~~ shops.

11. The amount of R.C. and Co's contract with Gove is a trifle more than 19 p higher than that of their

redecessors Davy Inuddappia and Co's
ntract with Government. Toddy
evenue during the years 1887-1890
hould thus be taken as 19 per cent
etter than that during the years
883-1887.

2. "Toddy revenue" consists of
xcise + Rent. According to the de-
in the case against the
s contractors (Davy Inuddappa
o.)-
The Excise is Rs. 650.
The rent is Rs. 485
o the total Toddy revenue
Yellandur Jaghire is Rs. 1135;
ing this by 19 per cent the
is Rs. 1350 (fractions omitted),
eing Rs. 215. The Jaghir-

whole of this if the Date groves were his. But as they are not his and as he is as much dependent on the Government contractor as the latter is on the former, I would split the excess and divide it equally between the Jaghirdar and the Government contractor, i.e., equally between "Excise" and "Rent" so that both elements might equally share in the prosperity of the revenue. Adding thus (½ of 215 i.e.) 107½ to Rs. 650, the total is Rs. 757-8-0. This rate per mensem I award.

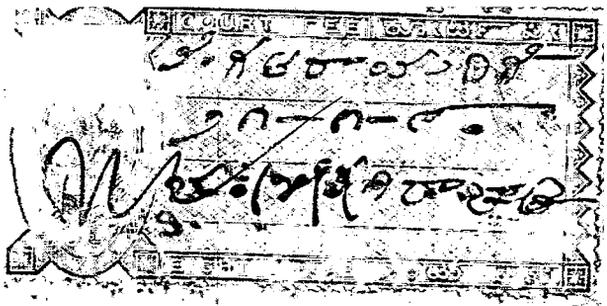
3. As the contractors have been selling toddy in the Jaghire and the current year is well advanced the above award shall

~~1 u "f words. 1 / — 0.~~

Copying fee. 1 — 2 — 0.

Comparing fee. 4 — 4 — 0

Total. 1. — 6 — 0



12-1/15

Rhn Case No. 31/1082/90

I.A. 16-89-10.

No. of words 2308.
Copying fee. 2-4-0.
Comparing fee. 4-8-0.
Total 2-12-0

ಮೈನರ್ ಆಫ್ ಕಿಷ್ಕಿಂಧಾ ರಿಪ್ರೆಸೆಂಟೆಡ್ ಬೈ ಹಿಸ್ ಗಾರ್ಡಿಯನ್ ಅಂಡ್ ನೆಕ್ಸ್ಟ್ ಫ್ರೆಂಡ್ ಹನುಮಂತ ಮತ್ತು ಇತರರು ಅರ್ಜಿದಾರರು

ವಿರುದ್ಧ

ಕಿಷ್ಕಿಂಧಾ ಮುನಿಸಿಪಲ್ ಕೌನ್ಸಿಲ್ ಪ್ರತಿನಿಧಿಸುವ ಅಧ್ಯಕ್ಷರು ಮತ್ತು ಇತರರು ಎದುರುದಾರರು

ಅರ್ಜಿದಾರರು ಈ ಕೆಳಕಂಡ ಆಸ್ತಿಯ ಮೇಲೆ ಶಾಶ್ವತ ಹಕ್ಕುಗಳನ್ನು ಅನುಭವಿಸುತ್ತಿದ್ದಾರೆ. 1889 ನೇ ಇಸವಿಯ ಕಿಷ್ಕಿಂಧಾ ಮುನಿಸಿಪಲ್ ಕೌನ್ಸಿಲ್ ಕಾಯಿದೆಯ ಪ್ರಕಾರ ಎದುರುದಾರರು ಅರ್ಜಿದಾರರ ಮೇಲೆ ಕೆಲವು ತೆರಿಗೆಗಳನ್ನು ವಿಧಿಸಿದ್ದಾರೆ. ಅರ್ಜಿದಾರರು ಈ ತೆರಿಗೆಗಳನ್ನು ಪಾವತಿಸಲು ನಿರಾಕರಿಸಿದ್ದಾರೆ. ಆದ್ದರಿಂದ ಎದುರುದಾರರು ಅರ್ಜಿದಾರರ ವಿರುದ್ಧ ಈ ಕೆಳಕಂಡ ಕೇಸುಗಳನ್ನು ಹೂಡಿದ್ದಾರೆ. 10-2-90 ನೇ ಸಾಲಿನಲ್ಲಿ ಸಂಚಾರಿ ಕೇಸುಗಳು

ಕೆಳಕಂಡ ಆಸ್ತಿಗೆ ಸಂಬಂಧಪಟ್ಟಿವೆ. 10-2-90 ನೇ ಸಾಲಿನಲ್ಲಿ ಸಂಚಾರಿ ಕೇಸುಗಳು 135 ನೇ ಸಂಖ್ಯೆಯವರೆಗೆ ಇವೆ. ಆದಕಾರಣ ಕೆಳಕಂಡ ಆಸ್ತಿಯ ಮೇಲೆ ಈ ಕೆಳಕಂಡ ಪ್ರಾರ್ಥನೆಯನ್ನು ಮಾಡಲಾಗಿದೆ.

In the Court of the
Commissioner, K.

Present:- T. Ananda Rao Esquire B.A.

Revenue Miscellaneous Case

No. 3 of 1889.

Claimant	Respondent.
Jahagirdar of Yellandun	Messrs. Davy Moodappa and Co., Late Toddy Contractors, Mysore District.

Judgment.

The Jahagirdar of Yellandun who is the claimant in this case possesses the right to Toddy revenue within the limits of his Jaghire. The right is conceded by Sanad.

2. As there are very few date [illegible] in the Jaghire and the yield

inalienable small, the right to toddy revenue practically amou only to the excise. There is not the element of rent for Jaghire trees.

3. Messrs: Davy Moodappa and Co: were Government Toddy contractors for the Mysore District from 1st April 1881 to 31st Marc 1887, a period of 72 months or 6 years.

4. They enjoyed the Jaghirdar rights to toddy revenue by sellin toddy within Jaghire limits, alo within the Jaghire proper and

comprised within the Jaghire. The Jaghirdar's present claim is of course for the former only.

5. The six years during which Messrs. Davy Moodappa & Co were Government contractors comprise two contracts at different annual rates. The first contract was for 2 years and 1 month ending 30th April/83 and the second one was for 3 years and 11 months ending 31st March/87. The Jaghirdar claims similarly different rates for the two periods for himself.

The Jaghirdar's claim

	Rs.	as.	p.
For the 1st two years ~~years~~ & 1 month at 9279-8-1 per annum	19,332		
For the next 3 years and 11 months at 8158-3-8 per annum	31953	1.	4.
Total	51285.	6.	2.
Deduct paid by Davy Moodappa and Co.	34961.	4.	2

The balance due 16324. 2. 0.
is the net amount now claimed

Reduced to rates per —
rensem the above figures yield
e following results:—
Claim

Which give an average of Rs. 712 her mensem for both periods.

Payments made by Davy Mooddappa and Co.

Rs. 485-9-2 per mensem on an average for both periods.

8. The Jaghirdar calculates his rates by Rule of proportions. Messrs Taylor and Co. the first government Toddy contractors were the first and only Contractors to execute a muchalika to the Jaghirdar for working his rights. The rates at which the Jaghirdar demands from Davy Mooddappa and Co. are made to bear the same proportion to the rates paid to Messrs Taylor and Co

4/ which the aggregate amount
of Messrs Davy Mooddappa & Co
contract with Government bear
to the aggregate amount of Messrs
Taylor and Co's contract with —
Government. In making this
calculation no allowance is made
for the facts that whereas Messrs
Taylor and Co's contract was for
the entire Ashtagram Division
and comprised Ganja, opium,
&c in addition to toddy, the
contract of Messrs Davy Mooddapp
and Co. is for vend of Toddy only
and in the Mysore District
alone. But as the amount of
Davy Mooddappa & Co's con

with Government is considerably higher than Taylor & Co's. Such as the latter was, the defect in the Jaghirdar's calculation operates against the Jaghirdar the claimant himself.

9. The pleas of Messrs. Davy Hooddappa and Co: in answer to the claim may be summed up as follows:—

(a). There was no agreement with the Jaghirdar.

(b) Rs. 485 is the monthly Rate actually paid and which they consider payable in view of the amount paid

Messrs. Chik Papanna an

(c) The net actual receipt
by sale of Toddy in the
Jaghir do not allow of mor
being paid to the Jaghirda

10. Witnesses were examine
and exhibits filed as per lists
annexed to this Judgment.

11. Between Taylor and b
and Davy Mooddappa and b
There were two contractors for
period of six years. The Jaghirda
took no agreements from them
His claims against them are
still open and he has lodged
them. It is therefore not

previous
years' average in this case in its —
ful news. These previous contractors have
admittedly made some payments.
The average figures are as follows:—

Rate per mensem

Claimed Rs. 658 — 8 — 1

actually paid. Rs 586 — 2 — 10.

The amount of Davy elloddappa
and Co's contract with Government
being larger the rate payable by
them to the Jaghirdar (if the
rule of proportions be taken) will
be higher at least than Rs. 586.
But Davy Mooddappa and Co.
refuse to concede more than
Rs. 485.

shops during the period of Dar
Mooddappa and bo's contract. There is
nothing to show that the sale
have been less. On the other
hand it is on record and on the
admission of Davy Mooddappa and
co. that to the Date groves of the
Chamarajnagar Taluk which
usually supplied toddy to the
shops of the Yellandur Jaghir,
the Hoshally peta has been
added in or about the year
1881. Hoshally peta previously
supplied toddy, for export to
Kollegal. (Her Majesty's territory

of the farm having been prohibited in 80, the toddy of the Hoshally pete was allotted to — Yellandur Jaghire. It is notorious and I have latterly ~~seen~~ myself seen many people of Kollegal drinking toddy at shop in Yellandur Jaghire limits. — This shows more toddy sales and consequently better toddy revenue.

13. In Dewan's T:

No. 1443-5 dated 17th November 1885 higher maximum rates for vend of toddy in 4 out of 23 ×

nothing to show whether or not
the Contractors availed them
selves of this concession. But
it is proof that Toddy Reven
has not been diminishing

14. Every indication bein
thus in favour of improveme
in Toddy revenue and there
being no proof adduced that
the cost of transit of toddy
from groves to Jaghire or expen
of management increased

-eing practically excise there
seems less reason to hesitate
to concede to the Jaghirdar
the benefit of improvement
in the revenue and higher
rates than what Davy Mooddappa
and his predecessors paid.

5. The pleas adduced by the
Respondents may next be con-
sidered in the order
mentioned in para 9 above.

6. First as to the fact that
there was no agreement
between the parties. This is a

8/ circumstance cuts both way
It is as much against the
Jaghirdar who allowed his rig
to be exercised as against
the contractors who lost the
liberty of exercising th
without a distinct under

17. Next as to the co
with the amount actu
by their immediate predece
C. Papanna and Co. The
agreement is that C. Papa
and Co. paid at the rate
Rs. 5·33 per mensem, that
Davy Mooddappa and Co's re

fractions omitted

ve been less and that there-
re Davy Moddappa and Co.
ould pay less. There is
thing to show that Davy
oddappa and Co's netreceipts
ere less than C. Pappanna
l Co's; on the contrary the
rcumstances which have
ready been adduced indicate
arger receipts. Another agree-
ent is that because Davy
Moddappa and Co: paid
overnment more for the
ontract of the entire District
hat therefore they should

9/ pay the Jaghirdar less than the
C. Papanna and Co. paid. This
assumes that the Government
contract is at the expense of
the Inamdars' revenue which
is of course absurd.

18. Next as to the plea that
the net actual receipts which
accrued to Davy Mooddappa and
Co: do not allow of their paying
more than what they have
actually paid viz: Rs 485 and
odd per mensem. Davy
Mooddappa and Co: produce

to which may also be added

1800 — 0 — 0 Pay of an Inspector at Rs. 25 per mensem

---

making a total of ———

7352 — 9 — 4. As Toddy is Tharam in Government groves in the Bhamarajnagar Taluk for sale in the Jaghir limits no toddy being available within the Jaghire a rent for Toddy groves, i.e. the price of Toddy where it is drawn should also in common fairness be debited against the Jaghire receipts though the Amildar of Yellanda objects. This may be taken at Rs. ~~458~~ 485 per mensem, the

figure which Davy Mooddappa and Co: take in their accounts, because long before the present takrar between Jaghirdar and Davy Mooddappa and Co: arose the latter have for purposes of their own accounts fixed the aforesaid amount as what the Yellandur Jaghire should give the Chamarajnagar Taluk credit for (see exhit D) Rs 485 per mensem, amounts for the six years to Rs. 34920 which added to the Rs 7353 (in round numbers) already arrived at, gives a total of

for toddy and there is also a shop established in the neighbourhood the sales at the latte are less than they would be if the groves were not tapped but toddy brought from a — distance, the reason being that toddy is drunk by stealth on the spot. The argument has only to be mentioned to be rejected. Thus on the accounts produced by Davy Moodappa and Co: Rs. 684 (six hundred and eighty four) appear to be the net monthly receipts. It is

should here be noted per contra
that no allowance has been
made for inefficient outstandi
or irrecoverable balances of whi
there is always a certain
amount in transactions
extending over large areas
and long periods of time.

18. Messrs Davy Hooddappa
and Co. have once (at all events)
sub leased the right of ~~toddy~~
tending toddy in the entire
taluk for a period of 13 months
from the middle of 1886.
Thimmey Gowda agreed to pay

Taluk the net receipts on account of Jaghirdar's excise rights — amounts to Rs. (1146-485)=661 per mensem.

19. On a consideration of all the circumstances of the case above set forth it seems to me that an average monthly rate of Rs. 650 for the entire period of six years in question is fair considering the inter-dependence of the two parties for toddy revenue and the absence

14/ for in Thimmey Gowda's
contract and the net amount
payable by Thimmey Gowda
after making such allowance
is Rs. 1255 per mensem. As
this is for entire Jaghire including
Inam villages and as Rs. 109
may be taken to represent these
villages (see Mr. Chik Muddappa's
deposition) (Rs. 1255 — Rs. 109 =) Rs. 1146
represents the amount Thimmey
Gowda paid to the contractors for
toddy revenue of Jaghire proper.
Deducting Rs 485 for rent of
Toddy groves in the Chamara

Taluk the net receipts on account of Jaghirdar's excise rights — amounts to Rs. (1146-485)=661 per mensem.

19. On a consideration of all the circumstances of the case above set forth it seems to me that an average monthly rate of Rs. 650 for the entire period of six years in question is fair considering the inter-dependence of the two parties for toddy revenue and the absence

between them. AA. 16-81 120

20. Next as to the question of Local Fund - The Jaghirdar pays no Local Funds to the State on the berij of the Jaghire; and the aforesaid award of Rs. 650 per mensem is based upon a consideration of amounts which are actual cash receipts irrespective of details of main revenue and Local Cess thereon. The amount of Rs 650 will therefore be taken as represents the cash payable by Messrs Davy Moodappa and Co. to the Jaghirdar irrespective of i. e. including Local Fund &c.

21. At the rate of Rs. 650 per mens

in question will be Rs. 46,800. Deducting the Rs. 34961-4-2 already paid the balance of Rs. 11,838-11-10 (eleven thousand eight hundred and thirty-eight Rupees eleven annas and ten pies) is hereby decreed, to be paid on or before 31st December/89 and with interest at 6 per cent per annum thereafter.

Dated 14th November 1889

(Signed) T. Ananda Rao.

Deputy Commissioner

Mysore District

"Copy"

compared.

T. Ramachandra Rao

Revenue Sheristadar

Mysore District office

Copy applied for on 10-2-90.
Copy ready for delivery on 13-2-90.

(General Serial No. 30.)

189

From

The Chief Secretary to the Dewan
of Mysore

To

The Deputy Commissioner,
Mysore District

Dated 17
Despatched
Received

August 1890.

Enclosures No. 1

General No. 4900
No. 256

Dewan's Proceedings
Camp No. 1193 dated 26th
March 1890.

Invites attention to
the above and requests
early submission of the
report therein called for.

2. The Deputy Commis-
sioner is also requested to
cause the notices herein
enclosed to be served upon
the parties concerned and
to receive from them, within
3 days from the date of serv

AR. 16-89-11.

for our stamps or their
if tendered, a report
submitted in due course.

P.S.

By order

Chief Secretary

A.C

(General Serial No. 31.)

OFFICE OF THE
4860
23.AUG.90
697
DEWAN OF MYSORE.

189

From

DEPUTY COMMISSIONER

To

The Chief Secretary to the ~~Dewan~~ Govt of Mysore.

SQ. 16-89-11 12

SQ. 16-89

Dated 20

Despatched 21 August

Received

Enclosures No.

General No. 653

No.

Submitted for reference at 28/8/90

Ans to do

His docket no 4986 dated 256 instant asking for the very early submission of the report regarding Immundanahoddy case recommended.

In reply begs to invite attention to this office no 291 dated 21st June last, submitting a report on the subject - The further report promised in the latter portion of the letter will be sent shortly.

2. The notices received with the above have been sent for service on the

Devoy, Muddappa and co to the
amildar of Mysore, and the
original will be resubmitted when
returned by the amildar, together
with any money, if tendered, within
the given time.

J. L. Mackenzie
Deputy Commissioner
Mysore District

(General Serial No. 32.)
189 . 126

No. 1221

Name of Petitioner. R. Muddappa & Co

Village. late Abkari Contractor

Taluk. Bangalore

District.

Date of Arzi. 5.A.16-89-1

Date of Receipt. 23-4-90

Date of Disposal.

No. of Enclosures.

ABSTRACT.

Pray that they may b
exempted from atta
Stamps to their appe
to the Huzoor Office

This is a regular Revenue Suit - Petitioner has to [illegible] Court fee is Rs on the value of the [illegible] this appeal Petition -

Petitioner says that he does not know the exact amount of Stamp fee payable & Rs. I find from the Lower Court Judgt that a sum of Rs 11838-11-10 was adjudged against him - the fee upon this amount works 535 Rs - He has to pay this sum unless he admits any portion of the decreed amount as due to the Respt in which case he has to pay the Stamp fee on the difference

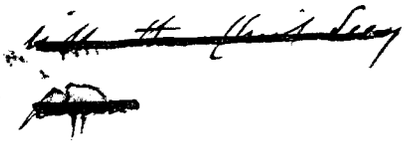
As
6/9/90

Put before the Dy Secretary -
I am sorry I cannot take
in the above view - This is not
a regular revenue suit - The
Petitioner represents Govt in
respect of the Toddy revenue
due to the Shanbag - No
Stamp fees are leviable
in the Mofussil case before

Is the exemption
claimed under the
under the Act. I
not title them Pe
from stamps
proper value

8/9/1.

the Deputy Gov. 12 Govt.
administers the Iroquois
todays oaths thereof the
Contractor. (Vide
also Mr Rushes Memorys
Protest) having had
to pay carriages for day of
Oden &c)



No. 1081

Price

Please refer early

Messrs R C Moodaliar & Co

Late Abkary Contractors

Mysore

No. 1221 dated 23.8.89

To

A.Q. 16-89 14.

The Chief Secretary to

the Dewan to

H.H. the Maharajah of Mysore

Bangalore.

Sir.

Referring to your notice dated 11th instant received through the Mysore Taluk Amildar on the 17th instant, directing us to pay some stamps or value for our appeal petitions filed the Huzoor of the Dewan, we beg to have the honor to bring to your favourable consideration and orders that during time of nearly 21 years of our experience were not demanded to pay for any or the value of the same for several similar appeals we had filed in the Huzoor of the Dewan. Further the said notice does not show the exact amount of stamp or its value required for said appeals, so we are unable to see your orders.

We therefore respectfully beg, to be so good as to have us by exem-

s from paying any sort of such additiona
es as heretofore.

I have the honor to be
Sir
Your most Obed.t Servants.

Moodaphpah.90

14th August
1890
Bungalow

(General Serial No. 31[illegible]

OFFICE OF T[illegible]
5473
6 SEP 90
773
[illegible]AN OF MYSO

From 1890

DEPUTY COMMISS[illegible]
MYSORE

To

The Chief Secretary to the ~~Dewan~~ Govt of Mysore.

A. Q. 16-89-15

Dated 4 September 1890.

Despatched 5

Received

Enclosures No. 1

General No. 726.
No.

In continuation of this
office No 653, dated 20 Ult
the honor to forward
original notice, duly
ed on Mefers Davy Bro
ss, through the Mysore
-, -ildar.

The Company has not ten
dered any money up to date.

G. J. Markleyde

Deputy Commissioner
Bangalore Dist

MM

[illegible]

By order

Chief Secretary

4 Cunningham road
Hyde Ground Bdajalore
13th October 1892

A.R. 16-89-16

My dear Sir,

As directed by you I give this letter of introduction to Krishnaraw Annadar of Yelandur who is acquainted with all details to give you information regarding the Coffee and Arrack revenues of the Yelandur District - You will find that both are very simple matters and I ask for

nothing more than a
continuance of the past
privileges and generous
treatment. While you
represent, so far as I am
concerned the munifi-
grantors of the Yelan
Jagheer itself I feel -
and I beg to be pardon
for feeling - that it is
rather an inconsistence
that you should allow
so much discussion
and delay in confirm
to me the enjoyment

of these two items of re
venues. You will find
that from the grant and my ancestors
of the Jagheer I have
been enjoying these re
venues. The Auildar
will give you detailed
information regarding
the annual credits from
these sources from the
very beginning or rather
from the time order
was introduced after
the confusion and anarchy
which ensued after the
death of the Diwan.
The principle of settle

which I urge for the
solution of the Wadsy
question is also simple
and easy and was acted
upon by you predecessors
in the Govt of Guyana -
I have been kept out of
a large sum of money
and I beg you will be
graciously pleased to
devote a small fraction
of your valuable time to
this subject and settle
it. As you said you were
ready to order the payment
of the award money as

you being shown the credits from this source as the previous years the Auditor has brought with him the necessary refer and I am sure he will satisfy you on this point I earnestly hope that there may be no delay in you graciously passing the final orders -

As I have already informed you Mr Ricketts has also made a referen to you on this subject and has withheld the money I shall feel obliged if you

orders are denied to be
sent to them -

I am sorry my pub
duties do not enable
me to leave Bangalore
just at present as otherw
I should myself have
waited upon you with
my humble representation

With best regards

I am

Yours very sincerely

Neilson Anderson

P.S. If on any point the Amildar is not prepared to give you satisfactory information the fact may, I hope, be kindly communicated to me so that I may supply the required information. Mr. G

K. Sheshadri Iyer Esq BA. BL. C.S.I.
Dewan of Mysore

(1)

134

Proof of the G.R. Le - a

& H Deer 1892

A.Q. 16-89 - 17

No 9020-3. D/ 11 December 1892
R.F. 223-92 / 22

Read

the Record of Revenue
Mis: Case No 3 of 1889-90,
the Jagheerdar of Yelandur
Dm. vs Mess Davy Muddappa
& Co on the file of the Dy
Commissioner of Mysore
(2) and the record of Revenue
Mis: case No 4 of 1889-90,
the Jagheerdar of Yelandur
R.C.M. vs Messrs R. C. Muddappa
& Co on the file ~~of the file~~
of the Dy Commr of Mysore
~~Dr~~.

(3) Appeal petition dated
2d January 1890 from Messrs
Davy Muddappa & Co
D.M. against the judgemen
the Dy Commr in Re

Mis: Case No 2 on the file
of the Dy Commrs, Mysore Dn.

(4) Appeal petition dated
2d January 1890 from Mr. Ps
R. C. Muddappa & Co against
the judgment of the Dy Commrs
in Revenue Mis: Case No 4 of 1889-90.
on the file of the Dy Commrs,
Mysore Dn.

(5) Appeal petition dated
9th May 1890 from the Jaghir-
-dar of Yelandur against
the judgments of the Dy Commrs
in Revenue Mis: Case Nos
3 and 4 of 1889-90 on the
file of the Dy Commrs,
Mysore Dn.

(6) Correspondence ending
with the Mysore Dy Commrs letter
No. 91 of 26 April 1892
and the Yelandur Jaghirdars
Do. letter of 22 April 1892

(V) 136

Order

In case No. 3 the Defts. Messrs Davy Hundsopha & Co. were the Toddy Contractors of the Mysore Dt. for 6 years from 1st April 1815 to 31 March 1821. They paid the Jaghiredar Rs. 13,961. 4. 2 as the Toddy Rent of the Jaghire for the said period & the Jaghiredar claimed Rs 16,324. 2. 0 and the Defts Court awarded Rs 11,838. 11. 10. Both the Jaghiredar & the Contractors are dissatisfied with this decision of the Defts Court, and appeal agst it.

2 In the other Case No. 4, Messrs R. C. Hundsopha & Co. were the Toddy Contractors of the Mysore Dt. for three years from 1st April 87 to 31 March 1890. They paid nothing to the Jaghiredar whose claim was ~~Rs~~ at the rate of Rs. 809. 12. 6 per month for the 3 years. The Contractors offered to pay Rs. 250 a month and the Defts Court's award was for Rs 757½ per month. Both parties appeal agst this Award.

It is convenient to consider both these cases together, as the main contentions in them on either side are identical —

~~There were two~~ The Contractors executed no Contract with the Contractors & the Jagirdar for the period in question from 1st April 1869 to 31 March 1870 — ~~There was a clause in Col Todd's~~ The Jagirdar therefore based his claim upon a calculation of the ~~the basis of~~ ~~proportionate increase~~ ~~based~~ increase ~~increase to him~~ due to him in proportion to the ~~based upon the amount paid~~ increase in the Govt Revenue ~~in Iddar~~ since the District was ~~Col Todd~~ Messrs Taylor & Co's Contract. Messrs Taylor & Co. were the Contractors from 1st April 1870 to 31 March 1875 — and they paid the Jagirdar Rs 502. 11. 8 a month, but the amount of the Govt Todd Revenue of the Mysore Dt during their contract is not ascertainable, because that Contract was for the Ashtagram Division & included Sanga & Pallissi ~~which~~ the Contracts of the Dept were for the Mysore Dt. only and for the Single Item of Todd alone — The Dfts' main contention was that in the absence of Specific Contracts between them & the Jagirdar the latter could not

(3)

135

~~Claim more than a reasonable sum, all circumstances including actual realizations, sum which can be considered~~

Claim more than a reasonable sum Calculated upon actual realizations. They further repudiated their obligation to be bound by the rule of proportion on which the Jagirdar had based his claim.

4 In order to decide whether the rule of proportion above referred to is binding upon the ~~Contractors, it~~ Todas Contractors enjoying an hereditary Todas right it necessary to refer briefly to the previous orders on the subject.

The management of the Sayer & Abkari Revenues in Inam villages was ~~formerly~~ ordered to be assumed by the Government, and the Inamdars were promised payment of the net Revenue realized.

By order of the late Ch. Com.r of 8 Oct.r 1873

These orders were intended to cancel previous orders which directed the reservation of Sayer and Abkari Revenue in Inam villages and the payment of compensation for such Revenue, either by deduction of the average amount of such Revenue from the Quit-rent, if any, payable by the Inamdars, or by payment of the same to them in Cash.

The orders of 8.th Oct.r 1873 did not introduce any practical change in the manner in which the Inamdars' toddy ~~Revenue used to be ad-~~ ~~ministered~~ for him by the Government, ever

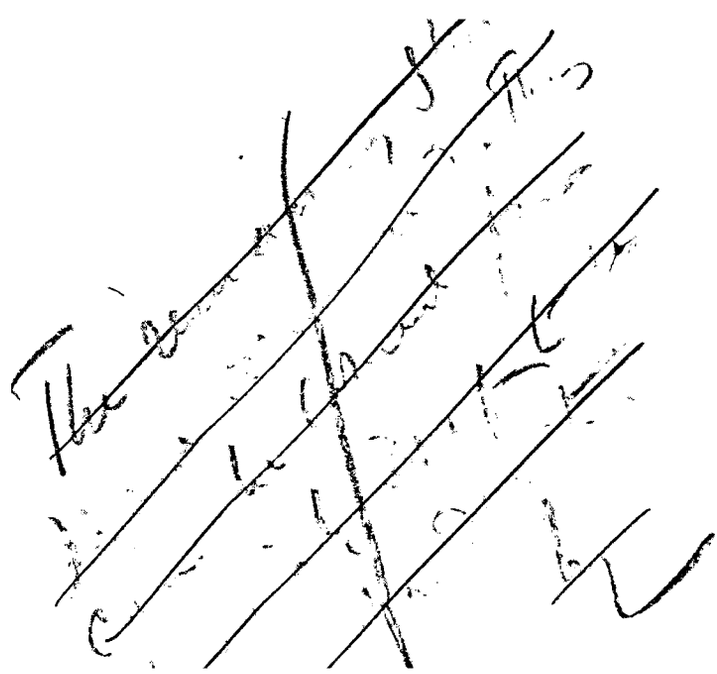
rights used to be exercised

since the adoption of the Contract system.

Both before and after the issue of these orders, Toddy Revenue in Inam villages was being realized by the Government Contractor, a certain fixed sum being recognized as the amount of Toddy Revenue due to the Inamdar.

This sum was original fixed with reference to actual realizations. When the Abkary was under direct Government management, and it was from time to time increased or decreased in the proportion of the increase or decrease of the Govt. Revenue - that is to say, of the amount the Contractor paid to the Government.

The Government Contractor has always paid the Inamdars their



21

their Toddy Revenue as-
certained as above, and
these payments have
been made by him di-
rectly to them over
and above the amount
of the Contract paid by
him to the Government.

~~9~~ The arrangement
now described ~~in the preceding~~
~~three paragraphs~~ has been
definitely laid down
in express terms by the
orders of Government
issued from time to time
during the past 20 or 30
years, ~~and it is still~~
~~in full force and effect~~
~~during the period of the Contract~~ (now in question).

~~10~~ In the Mysore Dist^t
for instance, during the
period of the Contract
which ended on 31st
October 1868 and of
which the amount was
1,68,323, the Inamdars
received from the
Contractor certain
fixed

fixed sums of money on account of their Toddy Revenue. When the amount of the Contract subsequently rose to Rs: 2,00,000, the Contractor paid a proportionate increase on the said sums. From ~~each successive Contract~~ and under it the Inamdar has always received his dues which were always regulated in proportion to the amount of the Government Contract, unless for any special reasons the Inamdar and Contractor were able to enter into any special terms as to payment between themselves

** In August 1881, the Government ruled that in cases of dispute between Inamdar and Contractor as to the amount payable to the former by the latter the

the Deputy Commissioner should fix the same with reference to the average receipts of the past five years.

The Toddy advertisements for the Contracts

from 1st April 1875 to 15th May 1879
from 16th May 1879 to 31st March 1881

contained the following provision on this subject:-

"Lease of Toddy in "Inam &c villages will "be taken for the same "period and on the same "condition, as those of the "Government Contract at "proportionate rates".

This was rather loosely worded, but the meaning of it was quite clear to both Government and the Contractor, and the latter executed his Bond in the same terms.

In subsequent Toddy advertisements, those from 1st April 1881 to 31st M

1884, and from 1st April 1884
to 31st March 1887, the
same existing arrangement
was expressed in some-
what different words,
with provision for decision
by Deputy Commissioner
in case of dispute. The
words used were as follows:-

"No interference shall
be made by the Lessee
with the rights as already
ascertained and defined
of the holders of Jodi,
Sarvamanyam and
Kayengitta villages who
are authorised by the
Samad Pin, to exercise
such rights within the
limits of their villages.
Disputes regarding such
rights will be decided
by the Deputy Commr
of the District and the
Lessee shall be bound
by such decision, which
shall be subject however
to the confirmation or

otherwise

41.

wise, on appeal, of the Chief Commissioner ~~(or Dewan)~~".

~~15~~ In the Joddy advertisement for the period from 1st April 1887 to 31st March 1890, the same words have been used, with additional express provision regarding disposal by "Deputy "Commissioner, of "disputes "regarding the amount of "Compensation due to Inam-"dars as Joddy Revenue".

~~16~~ Under such circumstances, there can be no reasonable doubt as to the ~~obligation of the Con-~~ tractor to pay the Inamdars their just claims on account of the Joddy Revenue to which they are entitled. The Contractor does not ignore their claims but wishes to defeat them by omitting to realize them.

The

(of 1881 & subsequent years)

The orders (above ref. 6) in regard to disposal of disputes were not intended to abolish the rule of proportion, but merely provided a method for the disposal of disputes which might arise

if feasible

Applicability of the rule of proportion to the case now under consideration -

But the real difficulty in these cases arises from the absence of sufficient material for the application of this rule - Admittedly the Inquiries have left

17. The subject came up before the Government for consideration, and certain Draft Rules framed in accordance with the Imam-dass' contention were circulated to Deputy Commissioners for their opinions, with Proceedings Camp: No. 1969-78 dated 2nd December 1887. But upon further consideration, it appeared to the Government undesirable to alter the existing system and orders were accordingly issued declaring that existing Rules continued in force.

18. The present appeals have therefore to be decided in accordance with these Rules, which are to the effect described in paras 3 to 15 above.

19. It is absolutely certain that the Contractor was under no misapprehension

over his rights and omitted for
many years to enforce this rule
of proportion against the various contractors. He
has now to
go back to the period of Messrs
Taylor & Co's Contract to
ascertain what the Debts have
to pay him, and his account
with the Contractors intermediate
between Messrs. Taylor & Co. &
the present Debts are said
to be still open and not
finally settled. However
all this may be, the Govt cannot
accept the arrangement
made by the Jagirdar with
Messrs Taylor & Co. as
binding upon subsequent
Contractors of the Mysore Dy.
for reasons
Govt's first because, as already
stated, the conduct of the Govt's Rep
of the Mysore Dy during that
Contract is not ascertainable,
and secondly because the
increase given to Ramdass
by Messrs Taylor & Co. was
not itself arrived at
by a strict calculation of
the rule of proportion.
Their predecessors - named
Messrs Arnachella Mudr

~~apparently~~ Viccilly & Co
apparently paid no increa
over Messrs Edwards & Co's
figures and Messrs Browne
Richmond & Co. who succe
Messrs Taylor & Co., refus
to ~~pay~~ calculate the increase payable by them
~~in their contracts~~ upon
~~the~~ Messrs Taylor & Co's
figures and were given
~~the~~ option of calculating it
~~the increase payable~~
~~by them~~ on the figures
during Messrs Edwards & Co's
Contract which terminated
in 1868 - It is not allowable
now to go back to ~~Messrs~~
~~In~~ the Contract of Messrs
Taylor & Co., merely
because the Inspector
happens to hold a Munchilka

Please see para 11 of the judgment
in Mis: Case No 3 of 1889-90
on the file of the Dy Comm
Mysore District, where it is
stated that the Jagirdar
took no agreement from the

two Contracts for periods
of 6 years between Messrs Taylor & Co.
& Messrs Davy Muddappa & Co.

executed by that ?
and does not possess such
a doct from the subsequent
Contractors - If he had
taken the trouble to get
the amt paid to him
by Each successive
Contractor settled from
time to time there wd
have been no occasion
for any doubt or difference
of opinion in the matter.

But in the circs in which
unfortunately the Govt
Rev. of the Jaghire has
been left unsettled, the
Govt in the interests of
both parties did its best
to obtain the best
materials possible for
a reasonable settlement.

They cannot be expected to
search the records for
information as regards
the actual Jagir Tolls Rent
for a series of years,
and they eventually
sent for the Jagir
Accountant to produce
~~the~~ his any accounts
which would throw some
light upon the subject.

The result of all this
investigation was to
satisfy the Govt. of the
utter uselessness
of trying to apply the
Rule of proportion to
the cases now before
them. All they

(16)

151

get
could ~~ascertain~~ from the
Papers annexed a list of
actual amounts paid
by the various Contractors
from 1861-62 to 1879-80.
It is seen from this list
that Messrs Edwards & Co have
Rs. 5016 per annum for
63/64 to 65/66 & their successors
till 69/70 paid varying
amounts in each year which
give an average of
Rs 5578 per annum.
Next come Messrs Taylor & Co.
with Rs 6032 per annum
up to 1873/74. The pays
for the following years were

Pay	Period of contract	average per annum actually paid
Messrs Brown & Mechanical	about 1875 to 16 May 1879	7,322
Messrs Capanna & others	16 May 1879 to 31 March 81	6400

Calculation from Messrs Edwards &c
payment of Rs 5016 per annum
Messrs Taylor & Co. 7th have paid
Rs 5971 but they paid Rs 6032;
Messrs Browne & Co., it is said,
had to pay at Rs 8506 per annum,
Rs. 35088 but paid only Rs 3020 &.
Chick Papanna & Co. had to pay
Rs. 12324 but paid Rs 12,000.—

4 10 more than Messrs Taylor & Co. and therefore,

[redacted]

with the history of the Jaghire
Todd Revenue as above described, it
it is now only possible to
ascertain what will be
a reasonable amount for
the Contractors to pay to
the Jaghirdar on this account,
having regard to actual
realizations by the Contractors
from this Source. The Duty
Court has done this in the
Satisfactory manner and
Court Respectfully Confirm the

(10) 15

is impossible to apply the rule of proportion to the cases now under consideration; ~~The~~ ~~Jagessar Contract~~ in a reasonable & satisfactory manner - we cannot now for obvious reasons ~~base~~ base our calculations upon the unexpired & disputed demand of the Jagessar ~~&~~ Messrs Brown Richmond & Co ~~Subject~~ ~~was subject to cancellation~~

But it may perhaps be marked in this place ~~I~~ I ~~have found~~ upon calculations so based Jagessar Contract came more than $680 per month from 1 April 81 to 31 March 1887.

But it is undesirable

to have an decisive
upon an imperfect
& erroneous application
of the rule of proportion,
which after all is intended
~~to apply~~ only as a ready
means of ascertaining
the Inamdars ~~legal~~
Lawful dues. The Inamdars
real right is to receive what
is realized in his Inam
from Tools, and the Govt
must ascertain the actual
realizations ~~from time to time~~
by proper investigations
when the Rule of proportion
cannot be readily applied
~~to it~~ and when the Inamdar
& Contractor ~~do~~ are unable
arrive at an understanding
~~him~~ on the subject. — This Govt

hours to be resorted to in the
Cases now under consideration
for the reasons above explained.

The Court have carefully
studied ~~the~~ the
methods adopted by the
Dy. Comr. in Case No. 3 for ascertain
the Jagir Tax Revenue & they
are satisfied that
the result arrived at by him
is correct, and that Rs. 65
per month is a
proper amount for the Contractors
to pay for the period from
1st April 81 to 31 march 87.

The Court accordingly confirm
the Dy. Comrs' awards
given in Cases Nos 3 & 4,
for the period 1st April 81

by 31 March 1890 and declare
by notice to them in
any way.

Wilhelm

1371

1892.

GOVERNMENT OF MYSORE.

REVENUE.

S.Q-16-89-17

PROCEEDINGS

Dated 11*th December* 1892.

No. 9020-3.
R. F. 223-92.

Confirming the awards given by the Deputy Commissioner, Mysore District, in the matter of the claims of the Jahgirdar of Yelandur against Messrs. Davy, Muddappa & Co. and Messrs. R. C. Muddappa & Co. on account of the Toddy Revenue of the Jahgir.

Mysore Govt. C. Press, Bangalore.—19-1-93.—120.

year which give an average of only Rs. 5,578 per annum. Next come Messrs. Taylor and Co. with Rs. 6,032 per annum up to 1873-74. The payments for the following years were as shown below :—

By.	Period of Contract.	Average per annum actually paid.
Messrs. Brown and Ruchmal ...	April 1875 to 16th May 1879 ...	Rs. 7,322
Messrs. C. Papanna and others ...	16th May 1879 to 31st March 1881 ...	Rs. 6,400

12. Calculating from Messrs. Edwards and Co.'s payment of Rs. 5,016 per annum, Messrs. Taylor and Co. should have paid Rs. 5,971, but they paid Rs. 6,032 ; Messrs. Brown and Co., it is said, had to pay, at Rs. 8,506 per annum, Rs. 35,088, but paid only Rs. 30,204 ; Chik Papanna and Co. had to pay Rs. 12,324, but paid Rs. 12,000. With the history of the Jahgir Toddy Revenue as above described, it is impossible to apply the rule of proportion to the cases now under consideration in a reasonable and satisfactory manner. We cannot now for obvious reasons base our calculations upon the unenforced and disputed demand of the Jahgirdar against Messrs. Brown, Ruchmal and Co. But it may perhaps be remarked in this place that even upon calculations so based, the Jahgirdar cannot claim more than Rs. 680 per month from 1st April 1881 to 31st March 1887.

13. But it is undesirable to base our decision upon an imperfect and erroneous application of the rule of proportion which after all is intended only as a ready means of ascertaining the Inamdar's lawful dues. The Inamdar's real right is to receive what is realized in his Inam from Toddy, and the Government must ascertain the actual realizations by proper investigations when the rule of proportion cannot be readily applied, and when the Inamdar and Contractor are unable to arrive at an understanding on the subject. This procedure has to be resorted to in the cases now under consideration for the reasons already explained.

14. The Government have carefully studied the methods adopted by the Deputy Commissioner in case No. 3 for ascertaining the Jahgir Toddy Revenue and they are satisfied that the result arrived at by him is correct, and that Rs. 650 per month is a proper amount for the contractors to pay for the period from 1st April 1881 to 31st March 1887. The Government accordingly confirm the Deputy Commissioner's awards given in cases Nos. 3 and 4 for the period from 1st April 1881 to 31st March 1890 and decline to interfere with them in any way.

T. ANANDA ROW,
Chief Secretary.

To—The Deputy Commissioner, Mysore District.
The Jahgirdar, Yelandur, Bangalore.
Messrs. R. C. Muddappa and Co.
Messrs. Davy, Muddappa and Co.
The Excise Commissioner in Mysore.

9. In subsequent Toddy advertisements, those from 1st April 1881 to 31st March 1884, and from 1st April 1884 to 31st March 1887, the *same existing* arrangement was expressed in somewhat different words with provision for decision by Deputy Commissioner in case of dispute. The words used were as follows:—

"No interference shall be made by the lessee with the rights as already "ascertained and defined of the holders of Jodi, Sarvamanyam, and Kayamgutta "villages, who are authorized by the sannad, &c., to exercise such rights within the "limits of their villages. Disputes regarding such rights will be decided by the "Deputy Commissioner of the District and the lessee shall be bound by such decision, "which shall be subject however to the confirmation or otherwise, on appeal, "of the Chief Commissioner."

10. In the Toddy advertisement for the period from 1st April 1887 to 31st March 1890, the same words have been used with additional express provision regarding disposal by "Deputy Commissioner of disputes regarding the amount of "compensation due to Inamdars as Toddy revenue." The orders of 1881 and subsequent years above referred to, in regard to disposal of disputes were not intended to abolish the rule of proportion, but merely provided a method for the disposal of disputes which might arise.

11. Under such circumstances, there can be no reasonable doubt as to the applicability, if feasible, of the rule of proportion to the cases now under consideration. But the real difficulty in these cases arises from the absence of sufficient material for the application of this rule. Admittedly the Jahgirdar has slept over his rights and omitted for many years to enforce the rule of proportion against the various contractors. He wishes now to go back to the period of Messrs. Taylor and Co.'s contract to ascertain what the Defendants have to pay him, and his accounts with the Contractors intermediate between Messrs. Taylor and Co. and the present Defendants are said to be still open and not finally settled. However all this may be, the Government cannot accept the arrangement made by the Jahgirdar with Messrs. Taylor and Co., as binding upon subsequent Toddy Contractors of the Mysore District, firstly because for reasons already stated, the amount of the Toddy Revenue of the Mysore District during that contract is not ascertainable, and secondly because the increase given to Inamdars by Messrs. Taylor and Co., was not itself arrived at by a strict calculation of the rule of proportion. Their predecessors, namely, Messrs. Arnachella Mudali, Vira Pille and Co., apparently paid no increase over Messrs. Edwards and Co.'s figures and Messrs. Brown, Ruchmal and Co. who succeeded Messrs. Taylor and Co., refused to calculate the increase payable by them upon Messrs. Taylor and Co.'s figures and were given the option of calculating it on the figures during Messrs. Edwards and Co.'s contract which terminated in 1868. It is not allowable now to go back to the contract of Messrs. Taylor and Co., merely because the Jahgirdar happens to hold a mutchalika executed by that firm and does not possess such a document from the subsequent contractors. If he had taken the trouble to get the amount payable to him by each successive contractor settled from time by time, there would have been no occasion for any doubt or difference of opinion in the matter. But in the circumstances in which unfortunately the Toddy Revenue of the Jahgir has been left unsettled, the Government in the interests of both parties did its best to obtain the best materials possible for a reasonable settlement. They caused a complete search to be made in the District records for information as regards actual Jahgir Toddy Revenue for a series of years, and they eventually sent for the Jahgir Amildar to produce any accounts likely to throw more light upon the subject. The result of all this investigation was to satisfy the Government of the utter uselessness of trying to apply the rule of proportion to the cases now before them. All they could get from the Jahgir Amildar was a list of the actual accounts paid by the various contractors from 1861-62 to 1879-80. It is seen from this list that Messrs. Edwards and Co. paid Rs. 5,016 per annum from 1863-64 to 1865-66, their successors till 1869-70 paid varying amounts in each

based his claim upon a calculation of the increase due to him in proportion to the increase in the Government Toddy Revenue of the District, since Messrs. Taylor and Co's., contract. Messrs. Taylor and Co., were the Contractors from 1st April 1870 to 31st March 1875 and they paid the Jahgirdar Rs. 502—11—8 a month, but the amount of the Government Toddy Revenue of the Mysore District during their contract is not ascertainable, because that contract was for the Ashtagram Division and included Ganja and Opium. The contracts of the Defendants were for the Mysore District only and for the single item of Toddy alone. The Defendants' main contention was that in the absence of specific contracts between them and the Jahgirdar, the latter could not claim more than a reasonable sum calculated upon actual realizations. They further repudiated their objection to be bound by the rule of proportion on which the Jahgirdar had based his claim.

4. In order to decide whether the rule of proportion above referred to is binding upon the Toddy Contractors enjoying an Inamdar's Toddy rights, it is necessary to refer briefly to the previous orders on the subject.

5. By order of the late Chief Commissioner, dated 8th October 1873, the management of the Sayer and Abkari Revenues in Inam villages was formally ordered to be assumed by the Government and the Inamdars were promised payment of the net revenue realized. These orders were intended to cancel previous orders, which directed the reservation of Sayer and Abkari Revenue in Inam villages and the payment of compensation for such revenue, either by deduction of the average amount of such revenue from the quit-rent, if any, payable by the Inamdars or by payment of the same to them in cash. The orders of 8th October 1873 did not introduce any practical change in the manner in which the Inamdar's Toddy rights used to be exercised for him by the Government, ever since the adoption of the contract system. Both before and after the issue of these orders, Toddy Revenue in Inam villages was being realized by the Government Contractor, a certain fixed sum being recognized as the amount of Toddy Revenue due to the Inamdar. This sum was originally fixed with reference to actual realizations when the Abkari was under direct Government management, and it was from time to time increased or decreased in the proportion of the increase or decrease of the Government Revenue, that is to say, of the amount the contractor paid to the Government. The Government Contractor has always paid the Inamdars their Toddy Revenue ascertained as above, and these payments have been made by him directly to them over and above the amount of the contract paid by him to the Government.

6. The arrangement above described has been definitely laid down in express terms by the orders of Government issued from time to time during the past 20 or 30 years and under it the Inamdar has always received his dues which were always regulated in proportion to the amount of the Government contract, unless for any special reasons the Inamdar and Contractor were able to enter into any special terms as to payment between themselves.

7. In August 1881, the Government ruled that in cases of dispute between Inamdar and Contractor as to the amount payable to the former by the latter, the Deputy Commissioner should fix the same with reference to the average receipts of the past five years.

8. The Toddy advertisements for the contracts from 1st April 1875 to 15th May 1879 and from 16th May 1879 to 31st March 1881 contained the following provision on this subject:—

"Lease of Toddy in Inam, &c., villages will be taken for the same period, and "on the same condition, as those of the Government contract at proportionate rates."

This was rather loosely worded, but the meaning of it was quite clear to both Government and the Contractor, and the latter executed his bond in the same terms.

21 shops should be regarded as greater than in the 23 shops of Davy, Muddappa and Co., because concurrently with these 23 shops there were seven shops within the limits of the Inam villages comprised in the Yelandur Taluk, whereas the present contractors R. C. Muddappa and Co. have abolished these shops.

11. The amount of R. C. Muddappa and Co.'s contract with Government is a trifle more than 19 Rs. per cent higher than that of their immediate predecessors Davy, Muddappa and Co.'s contract with Government. Toddy revenue during the years 1887-1890 should thus be taken as 19 per cent better than that during the years 1883-1887.

12. "Toddy Revenue" consists of Excise + Rent. According to the decision in the case against the previous Contractors (Davy, Muddappa and Co.)

The Excise is Rs. 650
The Rent is Rs. 485

so that the total Toddy revenue of the Yelandur Jahgir is Rs. 1,135. Improving this by 19 per cent, the amount is Rs. 1,350 (fractions omitted), the excess being Rs. 215. The Jahgirdar would be entitled to the whole of this if the date groves were his. But as they are not his and as he is as much dependent on the Government contractor as the latter is on the former, I would split the excess and divide it equally between the Jahgirdar and the Government contractor, *i. e.*, equally between "Excise" and "Rent," so that both elements might equally share in the prosperity of the revenue. Adding thus ($\frac{1}{2}$ of 215, *i. e.*) 107$\frac{1}{2}$ to Rs. 650, the total is Rs. 757-8-0. This rate per mensem I award.

13. As the contractors have been selling toddy in the Jahgir and the current year is well advanced, the above award shall take effect alike for the past and the remaining future period of R. C. Muddappa and Co.'s contract which ends on 31st March 1890.

14. At Rs. 757—8—0 per mensem, the amount payable for the two years ending 31st March 1889 is Rs. 18,180. This shall be paid on or before 15th December 1889 with interest at 6 per cent per annum after that date.

The amount for six months ending 30th September 1889 is Rs. 4,545. This shall be paid on or before 31st December 1889 with interest at 6 per cent per annum thereafter.

The amount for each succeeding month shall be paid forthwith and monthly.

4545
757-8

No: 9020-3—R. F. 223-92, DATED, BANGALORE, 11TH DECEMBER 1892.

ORDER THEREON.—In case No. 3, the Defendants Messrs. Davy, Muddappa and Co., were the Toddy Contractors of the Mysore District for 6 years from 1st April 1881 to 31st March 1887. They paid the Jahgirdar Rs. 34,961—4—2 as the Toddy Revenue of the Jahgir for the said period. The Jahgirdar claimed a balance of Rs. 16,324—2—0 and the Deputy Commissioner awarded Rs. 11,838-11-10. Both the Jahgirdar and the Contractors are dissatisfied with this decision of the Deputy Commissioner and appeal against it.

2. In the other case No. 4, Messrs. R. C. Muddappa and Co., were the Toddy Contractors of the Mysore District for three years from 1st April 1887 to 31st March 1890. They paid nothing to the Jahgirdar whose claim was at the rate of Rs. 809—12—6 per month for the 3 years. The Contractors offered to pay Rs. 250 a month and the Deputy Commissioner's award was for Rs. 757$\frac{1}{2}$ per month. Both parties appeal against this award. It is convenient to consider both these cases together, as the main contentions in them on either side are identical.

3. The Contractors executed no contracts to the Jahgirdar for the period in question from 1st April 1881 to 31st March 1890. The Jahgirdar therefore

8. *Judgment in Revenue Miscellaneous Case No.* 4 *of* 1889-90 *on the file of the Deputy Commissioner, Mysore District.*

This is a claim by the Jahgirdar of Yelandur advanced against Messrs. R. C. Muddappa and Co., Government Toddy Contractors for the Mysore District, for the 3 years comprised in the period from the 1st April 1887 to 31st March 1890. The claim is on account of Toddy revenue for the Jahgir.

2. The general remarks made in the judgment in the Jahgirdar's claim against Messrs. Davy, Muddappa and Co., the last preceding Contractors, apply to this case also.

3. The Contractors R. C. Muddappa and Co., have been selling Toddy within Jahgir limits.

4. The Jahgirdar claims payment at the rate of Rs. 809—12—6 per mensem, this rate being fixed by rule of proportions so as to bear the same proportion to the rate paid to him by Messrs. Taylor and Co., as that which the amount of R. C. Muddappa and Co.'s contract for the whole District with Government bears to the amount of Taylor and Co.'s contract.

5. The immediate predecessors of the Respondents in this case were Davy, Muddappa and Co. The amount payable by Davy, Muddappa and Co., forming the subject of takrar, it has been my duty to fix it at Rs. 650 per mensem, the rate *actually paid* by them, being a trifle more than Rs. 485 per mensem, and that *actually paid* by their predecessors again Chik Papanna and Co., being Rs. 533 which is about 15 Rs. less than what the Jahgirdar still claims from Chik Papanna and Co.

6. The Respondents R. C. Muddappa and Co., have yet paid nothing to the Jahgirdar.

7. R. C. Muddappa and Co.'s answer to the claim is :—

(*a*) That no amount is payable because the Yelandur Jahgir is mentioned among the Taluks comprised in their contract with Government.

(*b*) That if it be held otherwise, Rs. 250 per mensem should be the award, which is about half the rate paid by C. Papanna and Co.

8. The first plea of course cannot stand. By including Yelandur among the Taluks in which R. C. Muddappa and Co., were given the exclusive right of selling toddy, the Jahgirdar was only precluded from farming the Toddy revenue of the Jahgir separately. He was not deprived of it or thereby disentitled to receive payment from the Government contractors any more than any other holder of an Inam village in the District was deprived or disentitled by the terms of the farm to R. C. Muddappa and Co.

9. All that has been set forth in the case against Davy, Muddappa and Co. has to be borne in mind in determining the proper rate payable by R. C. Muddappa and Co.

10. No proof has been adduced of circumstances which justify supposition that R. C. Muddappa and Co., have been working the farm in the Jahgir to less advantage than their predecessors. There is admittedly a decrease in the number of shops and Mr. R. C. Muddappa explains that he has been managing the farm under amani instead of by giving out shikmi contracts as his predecessors did, and has found it expedient to reduce the number of shops. In the circumstances, this does not necessarily signify less revenue. Again whereas the number of shops under Davy, Muddappa and Co.'s contract was 23 in the Jahgir proper, the number under R. C. Muddappa and Co. is stated to be 21 besides special shops on special occasions. Unimportant as the variation in the number of shops is, the sales in these

27 KW

oceedings of the Government of His Highness the Maharaja of Mysore, (Revenue),—dated 11th December 1892.

A. 16-894

READ:—

The Record of Revenue Miscellaneous Case No. 3 of 1889-90, the Jahgirdar of Yelandur *vs* Messrs. Davy, Muddappa & Co., on the file of the Deputy Commissioner of Mysore.

2. The Record of Revenue Miscellaneous Case No. 4 of 1889-90, the Jahgirdar of Yelandur. *vs.* Messrs. R. C. Muddappa & Co., on the file of the Deputy Commissioner of Mysore.

3. Appeal petition, dated 2nd January 1890, from Messrs. Davy, Muddappa & Co. against the judgment of the Deputy Commissioner in Revenue Miscellaneous Case No. 3 on the file of the Deputy Commissioner, Mysore District.

4. Appeal petition, dated 2nd January 1890, from Messrs. R. C. Muddappa & Co. against the judgment of the Deputy Commissioner in Revenue Miscellaneous Case No. 4 of 1889-90 on the file of the Deputy Commissioner, Mysore District.

5. Appeal petition, dated 9th May 1890, from the Jahgirdar of Yelandur against the judgments of the Deputy Commissioner in Revenue Miscellaneous Cases, Nos. 3 and 4 of 1889-90 on the file of the Deputy Commissioner, Mysore District.

6. Correspondence ending with the Mysore Deputy Commissioner's letter No. 91, dated 26th April 1892, and the Yelandur Jahgirdar's Demi-Official letter, dated 22nd April 1892

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7. *Judgment in Revenue Miscellaneous Case No. 3 of 1889-90 on the file of the Deputy Commissioner, Mysore District.*

The Jahgirdar of Yelandur who is the claimant in this case possesses the right to Toddy revenue within the limits of his Jahgir. The right is conceded by sannad

2. As there are very few date trees in the Jahgir and the yield of Toddy from them if, any, is inappreciably small, the right to Toddy revenue practically amounts only to the Excise. There is not the element of rent for Jahgir trees.

3. Messrs. Davy, Muddappa and Co. were Government Toddy Contractors for the Mysore District from 1st April 1881 to 31st March 1887, a period of 72 months or 6 years.

4. They enjoyed the Jahgirdar's right to Toddy revenue by selling Toddy within Jahgir limits, alike within the Jahgir proper and within the limits of Inam villages comprised within the Jahgir. The Jahgirdar's present claim is of course for the former only.

5. The six years during which Messrs. Davy, Muddappa and Co. were Government Contractors comprise two contracts at different annual rates. The first contract was for two years and one month ending 30th April 1883 and the second one was for three years and eleven months ending 31st March 1887. The Jahgirdar claims similarly different rates for the two periods for himself.

6. The Jahgirdar's claim is as follows:—

	Rs.	A.	P.
For the first 2 years and 1 month at Rs. 9,279-8-1 per annum	19,332	4	10
For the next 3 years and 11 months at Rs. 8258-3-8 per annum	31,953	1	4
Total.....	51,285	6	2
Deduct paid by Davy, Muddappa and Co. ...	36,961	4	2
Balance due	16,324	2	0

is the net amount now claimed.

7. Reduced to rates per mensem, the above figures yield the following results:—

Claim Rs. 773-4-8 per mensem for 1st period, Rs. 679-13-8 per mensem for 2nd period, which give an average of Rs. 712 per mensem for both periods. Payment made by Davy, Muddappa and Co. Rs. 485-9-2 per mensem on an average for both periods.

8. The Jahgirdar calculates his rates by rule of proportions. Messrs. Taylor and Co., the first Government Toddy Contractors, were the first and only contractors to execute a muchalika to the Jahgirdar for working his rights. The rates at which the Jahgirdar demands from Davy, Muddappa and Co., are made to bear the same proportion to the rates paid to him by Messrs. Taylor and Co, which the aggregate amount of Messrs. Davy, Muddappa and Co.'s contract with Government bears to the aggregate amount of Messrs. Taylor and Co.'s contract with Government. In making this calculation no allowance is made for the facts that whereas Messrs. Taylor and Co.'s contract was for the entire Ashtagram Division and comprised Ganja, Opium, &c., in addition to Toddy, the contract of Messrs. Davy, Muddappa and Co., is for vend of Toddy only and in the Mysore District alone. But as the amount of Davy, Muddappa and Co.'s contract with Government is considerably higher than Taylor and Co's., such as the latter was, the defect in the Jahgirdar's calculation operates against the Jahgirdar, the claimant himself.

9. The pleas of Messrs. Davy, Muddappa and Co. in answer to the claim may be summed up as follows: —

(*a*) There was no agreement with the Jahgirdar.

(*b*) Rs. 485 is the monthly rate actually paid and which they consider payable in view of the amount paid by their immediate predecessors Messrs. Chik-Papanna and Co.

(*c*) The net actual receipts by sale of Toddy in the Jahgir do not allow of more being paid to the Jahgirdar.

10. Witnesses were examined and exhibits filed as per lists annexed to this judgment.

11. Between Taylor and Co., and Davy, Muddappa and Co., there were two contractors for a period of 6 years. The Jahgirdar took no agreement from them. His claims against them are still open and he has lodged them. It is therefore not possible to apply the rule of 5 previous years' average in this case in its fulness. These previous contractors have admittedly made some payments. The average figures are as follows:—

Rates per mensem.	
Claimed	Rs. 658—8— 1.
Actually paid	Rs. 586—2—10.

The amount of Davy, Muddappa and Co.'s contract with Government being larger, the rates payable by them to the Jahgirdar, if the rule of proportion be taken, will be higher at least than Rs. 586. But Davy, Muddappa and Co., refuse to concede more than Rs. 485.

12. There has been no diminution of the number of Toddy shops during the period of Davy, Muddappa and Co.'s contract. There is nothing to show that the sales have been less. On the other hand, it is on record and on the admission of Davy, Muddappa and Co., that to the date groves of the Chamrajnagar Taluk which usually supplied Toddy to the shops of Yelandur Jahgir, the Hosahalli Peta has been *added* in or about the year 1881. Hosahalli Peta previously supplied Toddy for export to Kollegal (Her Majesty's Territory). Such export beyond the limits of the farm having been prohibited in 1880, the Toddy of the Hosahalli Peta was allotted to Yelandur Jahgir. It is notorious and I have latterly myself seen many people of Kollegal drinking Toddy at shop in Yelandur Jahgir limits. This shows more Toddy sales and consequently better Toddy revenue.

13. In Dewan's Proceedings No. 1443-5, dated 17th November 1885, higher maximum rates were sanctioned for vend of toddy in 4 out of 23* shops in the Jahgir. There is nothing to show whether or not the contractors availed themselves of this concession. But it is proof that Toddy revenue has not been diminishing.

* 30 Shops in Taluk.
7 in Inam villages.
23 in Jahgir proper.

14. Every indication being thus in favor of improvement in Toddy revenue and there being no proof adduced that the cost of transit of Toddy from groves to Jahgir or expenses of management increased under Davy, Muddappa and Co., and the item under claim being practically Excise, there seems less reason to hesitate to concede to the Jahgirdar the benefit of improvement in the revenue and higher rates than what Davy, Muddappa and Co.'s predecessors paid.

15. The pleas adduced by the Respondents may next be considered in the order mentioned in para 9 above.

16. First as to the fact that there has been no agreement between the parties :— This is a flaw no doubt. But the circumstance cuts both ways. It is as much against the Jahgirdar who allowed his rights to be exercised as against the contractors who took the liberty of exercising them, without a distinct undertsanding

17. Next as to the comparison with the amount actually paid by their immediate predecessors Chik Papanna and Co:—The agreement is that Chik Papanna and Co., paid at the rate of Rs. 533* per mensem, that Davy, Muddappa and Co.'s receipts have been less and that therefore Davy, Muddappa and Co., should pay less. There is nothing to show that Davy, Muddappa and Co.'s net receipts were less than Chik Papanna and Co.'s ; on the contrary the circumstances which have already been adduced indicate larger receipts. Another argument is that because Davy, Muddappa and Co., paid Government more for the contract of the entire District, that therefore they should pay the Jahgirdar less than what Chik Papanna and Co. paid. This assumes that the Government contract is at the expense of the Inamdar's revenue, which is of course absurd.

*(Fractions omitted.)

18. Next as to the plea that the net actual receipts which accrued to Davy, Muddappa and Co., do not allow of their paying more than what they have actually paid, *viz.*, Rs. 485 and odd per mensem:—Davy, Muddappa and Co., produce certain accounts, the abstract of which is embodied in the depositions. Even so, the argument goes too far, because on their own showing Davy, Muddappa and Co.'s net receipts amounted to Rs. *438 and a fraction. And they have paid at Rs. 485 and odd per month. It cannot be that they deliberately paid Rs. 47 more than actual receipts, and this shows that their payments have not been made with a reference to their actual net receipts as the latter is now calculated by them. Again their calculations of net receipts require examination. Their gross receipts have admittedly been Rs. 91,507 (omitting fractions). They set off against this certain items of expenditure among which the Amildar of Yelandur has taken no objection and none could fairly be taken to the following items :—

*The exact amount is Rs. 438—1—4.

		Rs.	As.	P.
Taluk establishment	..	3,754	7	5
Wages for drawing Toddy	..	931	6	8
Transport charges	..	391	1	5
Miscellaneous contingencies	..	475	9	10
	Total..	5,552	9	4

to which may also be added 1,800—0—0, pay of an Inspector at Rs. 25 per mensem, making a total of Rs. 7,352—9—4. As Toddy is drawn in Government groves in the Chamrajnagar Taluk for sale in the Jahgir limits, no Toddy being available within the Jahgir, a rent for toddy groves, *i. e.*, the juice of toddy where it is drawn should also in common fairness be debited against the Jahgir receipts, though the Amildar of Yelandur objects. This may be taken at Rs. 485 per mensem, the figure which Davy, Muddappa and Co., take in their accounts, because long before the present takrar between Jahgirdar and Davy, Muddappa and Co., arose, the latter have for purposes of their own accounts fixed the aforesaid amount as what the Yelandur Jahgir should give the Chamrajnagar Taluk credit for (see Exhibit D) Rs. 485 per mensem amounts for the six years to Rs. 34,920 which added to Rs. 7,353 (in round numbers) already arrived at, gives a total of Rs. 42,273 as the amount to be set

off against the gross receipts (Rs. 91,507). The balance is Rs. 49,234 which gives Rs. 684 per mensem. In this calculation two items mentioned by Davy, Muddappa and Co., are not taken into account. One is Rs. 7,200 proportionate cost of *Head Office charges* (at Rs. 100 per mensem). As the amount payable by Davy, Muddappa and Co., to the Jahgirdar is "compensation" as mentioned in the conditions of the Government contract, and as this is an item of expenditure which the Jahgirdar would have no need to incur if the item were under his own management, it seems to me that it is not a fair debit. The other is Rs. 7,200 (at Rs. 100 per mensem) for loss in sales of shendi in Chamrajnagar Taluk shops "in the neighbourhood of the topes "tapped for the Yelandur Jahgir." It is explained that when a date grove is tapped for toddy and there is also a shop established in the neighbourhood, the sales at the latter are less than they would be if the groves were not tapped but toddy brought from a distance, the reason being that toddy is drunk by stealth on the spot. The argument has only to be mentioned to be rejected. Thus on the accounts produced by Davy, Muddappa and Co., Rs. 684 (six hundred and eighty-four) appear to be the net monthly receipts. It should here be noted per contra that no allowance has been made for inefficient outstandings or irrecoverable balances, of which there is always a certain amount in transactions extending over large arrears and long periods of time.

19. Messrs. Davy, Muddappa and Co., have once (at all events) sub-leased the right of vending Toddy in the entire Jahgir for a period of 13 months from the middle of 1886. Timme Gauda agreed to pay them Rs. 1,255 per month. According to the terms of the bond (Exhibit B) this amount covers the rent for date groves in Chamrajnagar Taluk which usually supply Toddy to the Jahgir and includes Mohatarfa taxes, and Timme Gauda agrees to take over such shops in other Taluks as may suffer in consequence of the shops comprised in his own lease. Thus all the items which Davy, Muddappa and Co., desire to set off against the gross receipts happen to be allowed for in Timme Gauda's contract, and the net amount payable by Timme Gauda after making such allowance is Rs. 1,255 per mensem.

As this is for entire Jahgir including Inam villages, and as Rs. 109 may be taken to represent these villages (see Mr. Chik Muddappa's deposition),(1,255—109=) Rs. 1,146 represents the amount Timme Gauda paid to the contractors for Toddy revenue of Jahgir proper. Deducting Rs. 485 for rent of Toddy groves in the Chamrajnagar Taluk, the net receipts on account of Jahgirdar's Excise rights amount to Rs. (1,146—485=)661 per mensem.

20. On a consideration of all the circumstances of the case above set forth, it seems to me that an average monthly rate of Rs. *650* for the entire period of six years in question is fair, considering the interdependence of the two parties for Toddy revenue and the absence of any specific engagement between them.

21. Next as to the question of Local Fund:— The Jahgirdar pays no Local Funds to the State on the beriz of the Jahgir and the aforesaid award of Rs. 650 per mensem is based upon a consideration of amounts which are actual cash receipts irrespective of details of main revenue and Local Cess thereon. The amount of Rs. 650 will therefore be taken as representing the cash payable by Messrs. Davy, Muddappa and Co., to Jahgirdar irrespective of, *i. e.* including Local Fund, &c.

22. At the rate of Rs. 650 per mensem the amount payable for the six years in question will be Rs. *46,800*. Deducting the Rs. *34,961—4—2* already paid, the balance of Rs. *11,838—11—10* (eleven thousand, eight hundred and thirty-eight rupees, eleven annas and ten pies) is hereby decreed to be paid on or before 31st December 1889 and with interest at 6 per cent per annum thereafter.

Dated, 14th November 1889.

1892-9

To

The Deputy Commissioner
Mysore District.

Dated 11th December 1892.

Despd 22.

A.A. 16-89-16.

No 9024 Sur 1+2 Records
R.T.223-92

Correspondence ending
with his letter No 91 dated
6th April 1892—

Has the honor to
forward for information
& necessary action
an Extract from Govt. Proc.
9020-3 dated 11th December
R.T.223-92 22nd final
'92 passing orders as
regards the claims of the
Shirdar of Yallandur
against Messrs Davy, Judah
& Co and Messrs R.C.
Judappa & Co in respect
the amounts due by them

e enjoyment of the Lodg
ghts of the Inquiries, and
to state that a printed
Copy of the aforesaid order
in Extenso will follow. The Original records of the
cases are herewith
returned.

B. O.

Draft

22/12

M. Chief Secretary.

22/12/22

1892-93

To

P. N. Krishna Murti Esq
Inspector of
Vellandur

A.A. 16-89-19.

Dated 11th December 1892

Desp'd 22

No. 9025 Inwd
R.F. 223-92.

Has the honor to forward for information an Extract from Govt. Proc's No 9020-3 dated 11/22 December 1892 passing final orders as regards his claims against Messrs R. C Muddappa & Co and Company and ~~Messrs~~ Messrs Dorey Muddappa & Co to the Sooty revenue due to him by both the firms severally, and to state that a printed Copy of the aforesa

order in Extenso will follow.

By order

Supt

Chief Secretary.

22/12/92

1892-93.

To

Messrs R. C. Muddappa
& Co - Dairy Muddappa & Co.
Late Lodge Contractors

Mysore District.

Dated 11/22 December 1892

Despd. 22

9026 D/11-12-92
R.F. 223-92 / 22
Sn 1

9027 D/11-12-92
R.F. 223-92 / 22
Sn 1

A.A. 16-89-20

Forwarded for information an Extract from Govt Despp no 9020-3 / R.F. 223-92 dated 11/22 December 1892 passing final orders in the matter of an appeal preferred by them against the Award of the Dy Comr Mysore District in Revenue Case no 3 of 1889-90 on the file of his Court,

4 (R.C. Muddappa)

Inspirada of Collandra
by Dairy R.C. Muddappa & Co.
and states that a printed

R.C.
* Messrs Dairy Muddappa & Co

Copy of the aforesaid order
in Extenso will follow.

By order

Draft.

Chief Secretary.

22/12/20